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MEMORANDUM
of AGREEMENT
BETWEEN

**ALABAMA POWER
COMPANY**

and
The Following Local Unions
of

**International Brotherhood
of Electrical Workers**

9/16/01

No. 345	-	Mobile
No. 833	-	Jasper
No. 904	-	Tallassee
No. 391	-	Gadsden
No. 801	-	Montgomery
No. 841	-	Birmingham
No. 1053	-	Demopolis
No. 796	-	Dothan
No. 2077	-	Wilsonville

210 PP

Covering Employees in Distribution, Meter
Test, Garage, Stores, Appliance Repair, and
the Meter Readers, with Certain Exceptions

DATED September 5, 2001

Duration 9/5/01 - 8/14/04

"There can be no operating condition which justifies our employees taking the slightest chance in performing their work. We want them always to take the safe way, even though our service may suffer thereby, or our costs be increased."

J. M. BARRY

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AGREEMENT

THIS AGREEMENT, made and entered into the **5th** day of **September, 2001**, by and between ALABAMA POWER COMPANY, a public utility corporation of the State of Alabama, its successors or assigns, hereinafter called the Company, party of the first part, and LOCAL UNION NO. 345, LOCAL UNION NO. 833, LOCAL UNION NO. 904, LOCAL UNION NO. 391, LOCAL UNION NO. 801, LOCAL UNION NO. 841, LOCAL UNION NO. 1053, LOCAL UNION NO. 796, and LOCAL UNION NO. 2077, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter collectively called the Brotherhood, party of the second part;

WITNESSETH THAT:

WHEREAS, the Company is engaged in the business of supplying electric service to the public in the larger portion of the State of Alabama and for that reason all employees of the Company, including those covered by this agreement, are charged with special obligations and responsibilities that do not exist in the case of the ordinary business enterprise; and

WHEREAS, the efficient operation of the transmission and distribution properties of the Company is a necessary step in the performance of its duty to continue to supply adequate and dependable service to the public;

NOW, THEREFORE, in consideration of the premises, and for the purpose of facilitating

fair, orderly, and prompt adjustment of any disputes that may from time to time arise and of promoting harmony and efficiency in the operation of the transmission, and distribution properties of the Company, the parties hereto contract and agree with each other as follows, to-wit:

ARTICLE I

Scope

This agreement covers the distribution, meter test, garage, stores, appliance repair employees and the meter readers of the Company except supervisors, clerks, and professional employees; that is, those employees who are engaged in the operation and maintenance of the distribution properties of the Company, including any extensions or additions which may be put into operation during the term of this agreement, but exclusive of supervisors and assistants, foremen, chemists, results engineers, doctors, nurses, and clerks. All employees presently covered by this agreement are included in the classifications set forth in the wage schedules attached hereto as Exhibit A and the words "employee" and "employees" as used in this agreement will refer only to employees included in such classifications.

The individual Memoranda of Agreement covering (1) Power Generation, (2) Distribution and Support and (3) Power Delivery Transmission are to be considered as one

ARTICLE I (continued)

Agreement for the purposes of contract ratification vote; contract extension, modification or termination; and other administrative purposes.

ARTICLE II

Term - Extension - Modification

(a) This agreement becomes effective on **September 5, 2001**.

(b) This agreement will remain in effect through August 15, **2004**, and will continue in full force and effect from year to year thereafter from August 15 of each year through August 15 of the next year, unless changed or terminated as provided in paragraph (c) of this Article II.

(c) Either party desiring to change or terminate this agreement will notify the other party in writing of such desire at least sixty (60) days prior to August 15, **2004**, or the expiration date of any yearly extension thereafter. However, changes may be made at any time by mutual consent and it is understood that such changes will be made from time to time as may be necessary to comply with the applicable provisions of all Federal and State laws. The Company and the Brotherhood further agree that, upon due written notice from either, they will meet to amend the agreement to conform to the appropriate laws.

ARTICLE II (continued)

During the term of this agreement, the Business Manager or President of the Local Union, Construction Representative or System Council U-19 and the appropriate level of local supervision can mutually agree to develop work rules and/or procedures for a specific situation or location that may vary from those established in this agreement. Should no mutually agreeable change be made, the rules and procedures established in this agreement will remain in effect.

ARTICLE III

Bargaining - Representation - No Discrimination

(a) The Company recognizes the right of its employees to bargain collectively through representatives of their own choosing; and recognizes the Brotherhood as the exclusive representative of the employees covered by this agreement for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions, and other conditions of employment herein provided for.

(b) Employees will have the right to join or not to join the Brotherhood as they individually prefer, it being agreed that there will be no discrimination for or against any employee by reason of membership or non-membership in the Brotherhood; no attempt to coerce any employees into joining or not joining the

ARTICLE III (continued)

Brotherhood against their will and no interference with any employees on account of joining or refusal to join the Brotherhood either on the part of the Company or the Brotherhood or any employees who are members of the Brotherhood.

(c) The Company and the Brotherhood affirm the continuation of their policy and practice that there will be no discrimination for or against any employee in matters covered by this agreement because of the employee's race, color, religion, sex, age, disability or national origin; no employee will be coerced, threatened, or intimidated either on the part of the Company or the Brotherhood because of race, color, religion, sex, age, or national origin or for protesting any alleged discriminatory treatment in matters covered by this agreement. When the male or female gender is used, it will apply to both sexes.

(d) In the event Act No. 430 of Acts of Alabama adopted August 28, 1953, is modified, repealed, rendered inoperative by Alabama or Federal legislation or declared invalid by the Supreme Court of Alabama or the Supreme Court of the United States so as to permit the operation under the laws of Alabama of paragraph (c) of Article III of the agreement between the parties hereto, dated April 11, 1947, as amended, such paragraph will become a part of this agreement and will be in full force and effect as if made a part hereof with respect to all employees who are members of the Brotherhood on the date of

ARTICLE III (continued)

such modification, repeal or invalidation of such Act.

(e) The Company agrees to deduct dues to the Brotherhood from the pay of each employee, either a present or future member of the Brotherhood, who files with the Company a written authorization for such deduction; it being understood that the Company will continue to deduct such dues from any employee who is promoted or transferred out of the bargaining unit unless such employee withdraws the deduction authorization. Such deduction will be made and remitted in accordance with said authorization, which will be in the following form:

PAYROLL DEDUCTION
AUTHORIZATION
For Dues to
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
Local Union No.

I, _____, a member of the International Brotherhood of Electrical Workers, hereby authorize and request Alabama Power Company to deduct from any wages due me on the second payday in each calendar month the sum specified by the Financial Secretary of the above Local Union and to pay the same to the Financial Secretary of the above Local Union for me, and in my behalf, as my monthly dues to said Local Union. This payroll deduction authorization

ARTICLE III (continued)

shall remain in effect unless and until withdrawn by me by notice in writing to the Company.

Date _____
Signature _____
Witness _____

(f) The Company agrees to deduct from the pay of an employee voluntary contributions to the Brotherhood's Committee on Political Education fund, if such employee files with the Company a written authorization for such deduction. It is understood that such deductions will continue to be made by the Company until the employee withdraws the deduction authorization. Such deductions will be made and remitted to each local union in accordance with said authorization, which will be in the following form:

PAYROLL DEDUCTION
AUTHORIZATION
FOR VOLUNTARY
CONTRIBUTIONS TO I.B.E.W.
COPE FUND

Employee # _____ L.U. # _____ S.S.# _____

I, _____, a member of the I.B.E.W., hereby authorize and request Alabama Power Company to deduct from any wages due me on the second payday in each calendar month the sum of _____, and to pay the same to the Financial Secretary of the above local union in my behalf as my voluntary

ARTICLE III (continued)

contribution to the COPE fund of said local union. This payroll authorization shall remain in effect unless and until withdrawn by me by notice in writing to the Company.

DATE____SIGNATURE____WITNESS____

(g) The Company agrees to notify the System Council Business Manager when current monthly dues which are authorized by an employee are not deducted and the reason such dues were not deducted. The Brotherhood will hold the Company free and harmless from any claims or damage from any party whatsoever arising out of making or failing to make such deductions as identified in paragraphs (e) and (f) of this Article III and will indemnify the Company against any and all such claims and damage.

ARTICLE IV

Management

The right to hire and discharge employees and the management of the properties are reserved by and will continue to be vested exclusively in the Company. The Company will have the right to determine how many employees it will employ or retain, together with the right to exercise full control and discipline in the interest of proper service and the conduct of its business. In making promotions as provided for in Article V hereof the Company will be the judge of competency.

ARTICLE IV (continued)

The provisions of this article will not abridge the rights of employees as set forth in any applicable provisions of this agreement.

ARTICLE V

Promotions-Demotions-Reductions

(a) Vacancies and new jobs covered by this agreement will be filled on the basis of seniority and competency. Competency being sufficient, seniority in the various units as hereinafter defined will prevail, except that vacancies or new jobs in the classification of laboratory instrument technician I, laboratory instrument technician II, meter tester, assistant meter tester, and assistant telecommunications electrician will be filled on the basis of competency, and in filling such vacancies or new jobs, seniority will be considered only if competency is equal. Seniority will be reckoned by the following units: (1) generating plants and Birmingham Steam Heating System as a group; (2) General Shops as a separate unit; (3) Instrument Service Center as a separate unit; (4) Appliance Service; (5) Telecommunications Electricians; (6) the Birmingham geographic Division, including the General Warehouse, General Garage and Corporate Fleet Services as a group; (7) Eastern geographic Division; (8) Southern geographic Division; (9) Western geographic Division; (10) Mobile geographic Division; and (11) Southeast geographic division. To effectuate the seniority provisions of this agreement,

ARTICLE V (continued)

new seniority lists will be prepared and distributed by the Company dated December 31 and June 30 of each year, the midyear list being limited to employees' names and seniority. Such lists will include all employees to whom any seniority had accrued as of that date, arranged according to the foregoing eleven (11) units. Such lists will be revised semi-annually and will determine seniority of employees therein. In making such revisions the position of the employees in their respective lists will be rated according to the added time which has accrued to them in their respective unit.

For the purpose of determining seniority, service with the Company will be deemed to be continuous unless it has been interrupted for more than twenty-four (24) consecutive months. Seniority will not accrue during layoffs due to lack of work. Seniority will accrue during interruptions in service because of illness; leave of absence for Union business; leaves required by law under the Family Medical Leave Act; during periods of suspension due to disciplinary reasons; leave required by law for military service; brief absences for personal business; or any mutually agreed upon reasons. Any employee who voluntarily resigns from the service of the Company or who has been rightfully discharged will forfeit all previous seniority rights. In the event two (2) or more employees are employed on the same date, seniority of such employees will be determined by the date of birth of such employees.

ARTICLE V (continued)

Service with the company will continue to accumulate during disciplinary layoff or suspension with respect to an employee's eligibility for vacation.

(b) When vacancies or new jobs occur in any unit, to fill which there are no available qualified employees in such unit, and employees are transferred from other units into such unit to fill such vacancies or new jobs, their seniority in the new unit to which they are transferred will be that which accumulates during the first twelve (12) months in the new unit. After twelve (12) months in the new unit, their seniority will be their seniority in their former unit plus seniority accumulated in the new unit. When vacancies or new jobs are filled by transferring employees from other departments or jobs not covered by this agreement, their seniority in the unit to which they are transferred will be that which accumulates during the first twelve (12) months in the new unit. After twelve (12) months in the new unit, their seniority will be based on the length of their continuous service with the Company, if this continuous service began in a classification covered by the bargaining unit, plus seniority accumulated during the first twelve (12) months in the new unit. When employees are transferred to the Instrument Service Center from another unit to their former seniority unit, their seniority will be the same as in the unit from which they were transferred. Seniority of all employees laid off for lack of work will not be lost unless their respective employment is interrupted for more than twenty-four (24) con-

ARTICLE V (continued)

secutive months during which such employees do not work for or make time with the Company unless they are offered employment in their former or equivalent classification at locations designated by the employees and they fail to accept the same and report for work within a period of two (2) weeks. When it is necessary to increase forces of the Company in the classifications covered by this agreement, former employees whose employment was discontinued by the Company through a reduction of forces and whose seniority has not been lost will be offered re-employment on the basis of seniority at the locations designated by the employee provided they are available and competent. In the event a vacancy or new job is not filled as set forth above preferential consideration will be given to former employees whose seniority has been lost. However, refusal of temporary employment will not constitute grounds for interrupting seniority. An interruption of employment due to leave of absence will not cause employees to lose their seniority, but seniority will not accumulate except as provided for in this Article V (a). Any employee who voluntarily resigns from the service of the Company, or who has been rightfully discharged, will lose all previous seniority rights and other rights growing out of previous continuous service with the Company.

(c) Competency for filling a job will be construed as requiring of the employee:

1. The necessary mental and physical qualifications of the individual to do

ARTICLE V (continued)

the job satisfactorily.

2. The necessary training and experience to perform the essential duties of the job, either immediately or after a brief breaking-in period [two (2) to three (3) weeks] at the new location or job; it being understood that a new worker in a job would not usually display the same proficiency as one who had been in the job longer.
3. For promotions to any classification above that of helper, the necessary ability to progress within a reasonable time to the next higher classification in the particular line of work and to fill such classifications satisfactorily, and ultimately to progress to the classification of journeyman. For promotion to subforeman, lead lineman or lead cable splicer, the necessary ability to progress to and substitute for foreman.

(d) A classification will be deemed to be "higher" if the maximum schedule rate of pay is higher.

(e) Vacancies or new jobs in any classification except that of helper will be filled on the basis of seniority and competency by promoting or transferring employees unless there are no qualified employees available and except as otherwise provided herein. In the event of such vacancy or new job, the Company will

ARTICLE V (continued)

promptly post notice on the official bulletin boards of the unit affected [except as set out in sub-paragraphs (1), (2), and (3) below], and will promptly mail copies of such notices to the representatives of the Brotherhood designated to receive such notices in the respective units. Vacancies within line crews will be posted by location and not by supervisor or crew. When the new employee arrives at the new location, a selection process at that location by seniority will determine which employee fills the vacant position. This process will continue until all vacancies are filled. A good faith effort will be made to communicate all permanent jobs posted from all seniority units across the Company. The Company's failure to comply with this provision will not be subject to the grievance procedure. All notices will clearly identify vacancies or new jobs as to location. Exchange of the position of employees in the same classification between crews in the same line of work at the same location may be arranged by agreement between a Local Union representing such employees and the Company, however, nothing herein will be construed to prevent temporary transfers of employees between crews. Notices of job vacancies will be sent only to the President of each Local affected and to the System Council U-19, with the understanding that any employee who so desires may make application for such job vacancies and such applications will be considered in the event the job is not filled from within the seniority unit. The Company will likewise post notice as promptly as possible in the event any job becomes vacant and

ARTICLE V (continued)

is to be discontinued. The Company may fill a vacancy or new job temporarily with any available qualified employee. In filling any such vacancy or new job temporarily at any location the Company will endeavor to utilize local employees, taking into account seniority and competency; it being understood that they must be able to perform the necessary duties of the job. Time spent in filling any such vacancy or new job temporarily, and experience gained while thus employed, will not militate against any other employee of greater seniority who may make application for the jobs as provided for later in this Article V. Such employees filling vacancies or new jobs temporarily will be paid at the minimum rate of pay for the vacancies or new jobs while so temporarily employed, unless their regular rate of pay is higher, in which event they will continue to receive their regular rate of pay. For a period of ten (10) days after the notice is posted any employee in the unit affected may apply for transfer to the vacancy or new job. Application blanks for this purpose will be provided by the Company at each local office, and crew headquarters; or application may be made by letter. One (1) copy will be sent to the respective Company representative of the unit affected as follows: Manager-Metering Services/Testing for the Instrument Service Center; Manager-Fleet Services for the General Garage and Fleet Garage; Manager-Material Services for the Corporate Materials Distribution Center and the Division Managers for the respective geographic divisions. One copy will be retained by the employee. No

ARTICLE V (continued)

application will be considered unless it reaches the above-named Company representative of the unit affected within ten (10) days after the notice of vacancy or new job is posted. Within twenty-five (25) days after the notice of vacancy or new job is posted, the Company will designate an employee from the qualified applicants, if any, to fill the vacancy or new job and will promptly post notice on the official bulletin boards of the unit affected (except as set out below) of the employee so designated. A copy of such notice will be sent only to the President of the Local Union of the location affected and to the System Council U-19. Applicants from the unit to whom a job is awarded will have five (5) days within which to accept or decline such job after the date when such award is posted and will promptly notify their respective immediate supervisor in writing of their decision to accept or decline such job, but if no such notice is given the supervisor, the employees will be deemed to have accepted the job awarded them. Employees may decline no more than one (1) vacancy or new job awarded them during a calendar year. If the employee to whom the job is awarded declines the job, the Company will proceed promptly to fill same from the remainder of the list of bidders, if any be qualified, without reposting the vacancy subject to the same conditions governing the original award. If the vacancy or new job is filled by an applicant from the unit but is not filled according to seniority, the filling will be considered as temporary for a further period of fifteen (15) days after the notice of the filling of the vacancy or

ARTICLE V (continued)

new job is posted, during which time it may be made the basis of a grievance. In cases where no applications are received from qualified employees within the unit, applications received from employees in other units will be considered and notices will be posted on the same basis as set out above. In cases where no applications are received from qualified employees, the vacancy or new job will be filled from any available source and notice to the effect will likewise be posted company wide within twenty-five (25) days after the notice of the vacancy or new job has been posted. Where notice that the vacancy or new job will be filled from any available source is posted applicants who have not been awarded the job shall have fifteen (15) days from the date of posting such notice during which time their failure to receive the job may be made the basis of a grievance. Applications received as a result of any available source postings will be considered, however, the filling of such vacancy by any available source will not be made the basis of a grievance. If the job is not filled within ninety (90) days after posting as above outlined then the vacancy or new job will be reposted as required for bidding under the initial above procedures. When such job is filled, copies of notices of fillings will be sent to Brotherhood representatives authorized to receive original vacancy notices. The successful applicant for a vacancy will be moved to such vacancy within thirty (30) days from date of job award notice, except in the case of jobs created in connection with the staffing of new plants, units, or crews and new opera-

ARTICLE V (continued)

tions, in which case, the successful applicant will be transferred within thirty (30) days from the anticipated date of such staffing which date will be specified on the job notice. The following will constitute exceptions to the method of posting notices described above:

1. **TEMPORARY JOBS** - Notices of vacancies or new jobs in classifications covered by this agreement which are temporary, that is, expected to last ninety (90) days or less, will be posted only at the respective local offices or crew headquarters where such vacancies or new jobs occur. However, if any such temporary new job lasts for more than ninety (90) days, it will be discussed with the local committee of the Brotherhood and if it appears that it will become permanent, it will be posted on the official bulletin boards of the unit affected, and treated as a permanent new job as described above under this paragraph (e).

Whenever a temporary job is filled by the Company, notice of such filling will be promptly posted at the respective local office or crew headquarters where filled.

Whenever job vacancies created by employees bidding and receiving temporary vacancies or new jobs are posted, such resulting vacancies will be

ARTICLE V (continued)

posted as temporary vacancies. Whenever the employees filling the initial temporary vacancies or new jobs returns to their former permanent jobs, or bid into other permanent jobs, temporary jobs which resulted from such initial temporary vacancies or new jobs will be terminated.

Employees who bid and receive temporary jobs or vacancies will, upon the termination of such temporary jobs or vacancies, be returned to their former jobs provided such jobs have not been abolished or occupied by senior employees as a result of a reduction of forces. In the event of a reduction of forces while employees are filling temporary jobs or vacancies, such employees will be considered as filling their former jobs for the purposes of such reduction of forces.

2. Text Deleted .

3. INSTRUMENT SERVICE CENTER - Notices of vacancies or new jobs at the Instrument Service Center will be posted on all bulletin boards, but only those employees who have had experience in electronic instrument testing and repair, instrumentation and control, or meter test work or the equivalent will be considered for such vacancies.

ARTICLE V (continued)

(f) Employees in the classification of apprentice, who have attained competency to advance to journeyman, but who after accumulating four (4) years in apprentice classifications have not been promoted to journeyman will be offered advancement to the classification of journeyman at locations in their respective seniority unit where the services of an additional journeyman can be utilized to best advantage. In the event an employee in the apprentice classification is offered advancement to the journeyman classification under the provisions of this paragraph (f), and is subsequently advanced to journeyman at a location where no journeyman vacancy exists, the Company will retain the option for a period of one year to place a journeyman from that same crew into a vacancy of the same classification at that same location which may subsequently be created or become vacant.

Vacancies in journeyman classifications may be held open for a maximum of twenty-one (21) days prior to the date on which such employees' four (4) years combined accumulated service is completed during which time it may be filled by such employees. Also, the assignment of such employees to a definite location may be delayed for a period not in excess of twenty-one (21) days if it is anticipated that vacancies in the journeyman classifications for which they are eligible may occur during that period.

If a position of local operations lineman or service installer is created or held open to pro-

ARTICLE V (continued)

vide for promotion of an apprentice under the above provision, it will be made available to all employees in the unit under the usual bidding procedure, and the first journeyman job other than lead lineman or troubleman so vacated will be offered to the apprentice for whom the job was created or held open. However, if this bidding does not result in a journeyman vacancy for which the apprentice is qualified, then the award, if any, to the successful bidder for the job created or held open will be cancelled, as well as any succeeding awards that resulted and the job created or held open will be offered to the apprentice who is eligible for promotion under the provisions of this paragraph (f).

In the event an employee is determined not physically qualified due to an injury, but is otherwise deemed competent for advancement under the provisions of this paragraph, the Company will re-evaluate the employee's competency within one hundred eighty (180) days from the date of initial eligibility for advancement. If the employee is determined competent, the employee will be advanced in accordance with the provisions of this paragraph, effective on the date of advancement.

In case apprentices elect to decline advancement so offered at another location but elect to remain at their then present location, they will continue to retain the classification of apprentice during future employment unless promoted or transferred on application made by them and considered in the manner

ARTICLE V (continued)

prescribed for applying for and filling vacancies and new jobs which are thereafter posted.

Employees who have attained the journeyman classification but are displaced from such journeyman classification and moved into a lower classification due to a rollback caused by the settlement of a grievance, an employee's return from a leave of absence, a reduction in forces, or incompetency, will not be eligible to advance to the journeyman classification until their combined accumulated service as a journeyman and/or as an apprentice equals four (4) years provided such employees do not elect to progress to journeyman under the terms and conditions of the bidding procedure as outlined in this Article V. At the time the employees' individual combined accumulated service as a journeyman and/or as an apprentice equals four (4) years and provided the employees are competent to advance to journeyman, they will be offered advancement to the classification of journeyman at a location in their seniority unit where the services of an additional journeyman can be utilized to best advantage.

Employees who have attained the journeyman classification but who choose of their own free will to bid into a lower classification will not be eligible for progression from apprentice to journeyman under the provisions of this paragraph or paragraph (k) of this Article V, until they satisfy the original requirement for apprentice progression, that is, until their respective accumulated service in the appren-

ARTICLE V (continued)

tice classification is equal to four (4) years after bidding out of the journeyman classification.

When, as a result of reduction of forces, journeymen whose respective combined accumulated service as journeymen and/or as apprentices equals four (4) years or more move into a lower classification other than apprentice, they may when an apprentice opening is available bid on the apprentice job in accordance with the bidding procedure as outlined in paragraph (e) of this Article V; and if awarded such available apprentice job will immediately be promoted to the journeyman classification in that line of work. If they are not able to perform such work at the journeyman level, they will be demoted as set out in paragraph (i) of this Article V and will not be permitted any future claim to progression from apprentice to journeyman under the provisions of this paragraph.

(g) When employees are transferred and raised from a classification to a higher classification or if employees are transferred permanently from one location to another by the Company without application or request from the employees, the Company will pay their moving expense to the new place of residence in the general vicinity of their new location. Employees who are transferred to another location in their unit to avoid being laid off, will pay their own moving expenses.

Relative to the movement of mobile homes, the Company agrees to apply the

ARTICLE V (continued)

terms and conditions of this paragraph to include certain expenses incurred as a result of moving mobile homes. Such expenses will be limited to escorts for mobile homes fourteen (14) feet in width or wider; disconnecting of utilities; taping of windows as necessary; and other preparations necessary to secure the internal portion of the mobile home for movement.

In addition to the expenses normally reimbursed for the movement of a mobile home under this paragraph, the Company will agree to pay the expenses associated with the movement of a heat pump(s) and/or a central air-conditioning unit(s).

(h) If, in filling a vacancy or new job in a classification covered by this agreement, employees are transferred upon their request and application to a lower classification, their rate of pay in the lower classification will be at the minimum of such classification unless their training and experience justify a higher rate in that classification.

(i) When job awards are made under the seniority provisions of this agreement and displacements are made due to incompetency during the first twelve (12) months following the job awards, employees will be returned to their former job and other employees awarded jobs in the sequence will also be returned to their former jobs. Employees displaced on account of incompetency will pay their own return moving expenses.

ARTICLE V (continued)

(j) The Company has the right to lay off or discharge any employee for sufficient and reasonable cause, but the employee will be advised of the reason or reasons for such lay-off or discharge; and the Brotherhood will, upon request, be advised of the reason or reasons for such layoff or discharge.

(k) The Company will endeavor to provide the Union with reasonable notice in the event of a reduction in forces. In case of reduction of forces or displacement from classifications due to incompetency, except as provided for in paragraph (i) of this Article V, it is agreed that such reduction of forces or displacements will be made in reverse order of seniority, except as provided below, in each of the separate seniority units as defined in paragraph (a) of this Article V. Employees so displaced may roll into existing vacancies or new jobs which are of equivalent or lower classification rather than displacing other employees, or employees may have the option to return to any job classification in their seniority unit, provided they had formerly held such classification in that seniority unit and are competent, and if their seniority will allow such return. The Company will agree to coordinate the application of rolling into a vacancy by identifying existing vacancies within a seniority unit and providing this to the Union at least three (3) work days prior to the commencement of a reduction in forces or displacement. The Union will determine the desire and seniority of employees who might want to move to such vacancies under the provision of Article V, paragraph (e)

ARTICLE V (continued)

of the Contract. Employees laid off as a result of a reduction of forces or demotion will initially designate locations or, subsequent to layoff, additional locations where reemployment is desired for the purpose of recall from layoff. Locations so designated will be any of the six (6) geographic divisions, any generating plant, Power Delivery Transmission, and/or the General Services Complex. Vacancies not filled through the initial posting or vacancies in the helper classifications at the respective locations as designated will be offered to employees on layoff who are subject to recall as set forth in paragraph (b) of this Article V. In the event of a reduction of forces, employees in the classification of helper who have been displaced as a result of such reduction of forces will have the option of taking a layoff rather than displacing another employee.

In case of reduction of forces journeymen whose combined accumulated service as a journeyman and/or as an apprentice equals four (4) years or more will retain their journeyman classification provided there is either a journeyman or apprentice in their seniority unit with less seniority whose job they are competent to perform and whom they choose to displace. In the event a journeyman displaces an apprentice and retains the journeyman classification as provided above, the Company will retain the option for a period of one year to place a journeyman from that same crew into a vacancy of the same classification at that same location which may subsequently be created or become vacant.

ARTICLE V (continued)

It is understood that the employees retained as a result of the reduction of forces will result in classifications and competency sufficient for the work to be done and that no employees will be retained to fill a job for which they are not qualified, and it is further understood that layoffs in the reverse order of seniority will be worked out promptly with representatives of the Brotherhood, and will usually result in laying off employees with the least seniority in the particular units.

In the event of reduction of forces in the Instrument Service Center, transfers will be made in reverse order of length of service at Instrument Service Center; and such employees will be transferred back to the units from whence they came with total seniority accumulated up to the time of such transfers from the Instrument Service Center, for all the purposes of this agreement.

In the event that a reduction of forces or staffing adjustment may be necessary, the Company and Union may agree to apply any such severance or early retirement plan as may be approved and in effect at the time.

ARTICLE VI

Grievances

(a) The Company agrees to meet and treat with the duly accredited officers and committees that are elected or selected by the

ARTICLE VI (continued)

Brotherhood upon all questions and grievances that may arise between the parties hereto during the life of this agreement. Every effort will be made by the parties hereto to settle disputes promptly and at the location where they arise. A local Union/Company committee will be formed as needed to discuss disputes for resolution using the mutual gains process before a formal grievance is filed. It being the desire of the parties to settle grievances promptly, the Brotherhood will endeavor to provide the available information as to date of occurrence, facts and circumstances giving rise to the grievance, contract provisions allegedly violated, employees involved, and remedy sought. Such information will be furnished to the Company prior to the first step of the grievance procedure, but may be amended prior to any subsequent step of the grievance procedure as may be necessary to reflect new information. It is understood, however, that failure to provide such information as set forth above, will not prejudice the position of the Brotherhood in any grievance.

As necessary for settlement, grievances will be reduced to writing and handled in two successive steps at the locations/departments as indicated:

Operating Divisions, General Garage, Fleet Garage, Instrument Service Center and General Stores:

Step 1. Between the aggrieved employee and/or representatives of the

ARTICLE VI (continued)

Brotherhood acting in the employee's behalf, and the employee's immediate supervisor and supervisor in general charge of the operation in which the grievance arose.

Step 2. Between the aggrieved employee and/or representatives of the Brotherhood acting in the employee's behalf, and the Manager-Labor Relations, together with the Vice President in charge of the operation in which the grievance arose or their designated representatives.

In the event any grievance is not settled by any of the preceding steps of the grievance procedure, it may be submitted to arbitration. The Brotherhood will have a maximum of ninety (90) days from the date of the Company's written decision in the final step in which to give written notice to the Company that a grievance is not satisfactorily settled and that the Brotherhood desires to submit the grievance to arbitration as provided in Article VII of this agreement.

The Company's decision will be reduced to writing and a copy furnished to the Brotherhood as soon as possible after the conclusion of each grievance step.

If a stenographic report is made of the proceedings of any such meeting by the Company

ARTICLE VI (continued)

or the Brotherhood, a typewritten copy will be furnished to the other party within five (5) days.

(b) It being the desire of the parties hereto to settle grievances promptly, it is agreed that no grievance will be considered unless it is brought to the attention of the Company as a grievance in the manner provided for herein within thirty (30) days of the occurrence of the facts giving rise to the same or within fifteen (15) days of filling a vacancy as provided in Article V (e). It is further agreed that a maximum of seven (7) days will be allowed from the time of receipt of such notice that a grievance exists until such grievance will be handled as provided in Step 1 of this Article VI, paragraph (a). Upon completion of Step 1 as provided in this Article VI, paragraph (a), the Brotherhood will have a maximum of fourteen (14) days from the date of the Company's written decision in which to give notice to the Company that such grievance is not satisfactorily settled, and that the Brotherhood desires to proceed to the next higher step. Upon receipt of the notice that the Brotherhood desires to proceed to the next higher step as provided in this Article VI, paragraph (a), the Company will have a maximum of seven (7) days to complete such step. Failure to comply with the time limits as set forth above will serve to terminate the grievance, and such grievance, if terminated, cannot be brought up the second time. However, should the Company fail to comply with such time limits as set forth above, the grievance may be moved to the next succeeding step. Notwithstanding the provision of

ARTICLE VI (continued)

this Article VI, paragraph (b), time limits as specified herein may be extended by mutual agreement.

(c) Employees who have been suspended or discharged will have the right to have their respective case taken up as a grievance by the officers or committees of the Brotherhood with the duly accredited officers of the Company; and in such cases where it is found that such employees that have been suspended or discharged were unjustly suspended or discharged, they will be reinstated to their former position and other employees affected will be displaced pursuant to Article V, paragraph (i) where such reinstatement is within twelve (12) months of the employee's discharge otherwise the terms and conditions of Article V, paragraph (k) will apply with respect to other employees affected. Further they will be paid the wages to which they would have been entitled had they continued in the Company's employment during the period of suspension or discharge.

(d) Disagreements with respect to Workers' Compensation and similar issues which are also controlled by Local, State or Federal Laws, are not subject to the grievance process.

If for whatever reason a Workers' Compensation claim which was initially disallowed is later accepted, the following will apply:

ARTICLE VI (continued)

1. All employee benefits will be fully restored.
2. The Company will not request any reimbursement from the employee for the difference between what the employee was paid and Workers' Compensation.

(e) The Company will pay reasonable travel expenses for Company employees involved in the grievance process.

ARTICLE VII

Arbitration

In case of a dispute concerning the interpretation of any of the provisions of this agreement that cannot be settled by the Company and local representatives of the Brotherhood, they will refer the dispute to a board of arbitrators composed of three (3) members. Each of the parties hereto will select one (1) member of this board, and two (2) thus selected will select the third member of the board. In the event the two (2) members of the board of arbitration fail to select a third member within ten (10) days, the parties will jointly request the American Arbitration Association to appoint a third member. Both parties will be bound by such appointment. In the event one of the parties refuses or fails to join in such request, the party in default will forfeit its case. The decision of

ARTICLE VII (continued)

any two (2) members of the board in agreement on the matter in dispute will be binding on both parties hereto. When the dispute involves interpretation of wage schedules, any decision rendered will be retroactive to the date on which the dispute originated. Each of the parties hereto will pay the compensation and expense of the member of the board appointed by it; and the expense, and also the compensation, of the third member of the board will be borne equally by the parties hereto.

The board of arbitration will be governed wholly by the terms of this agreement and will have no power to add to or change its terms.

ARTICLE VIII

General Working Conditions

(a) New employees will be on probation for the first six (6) months of their employment. During the trial period the Company may, at its option, transfer, lay off, or dismiss such employees, but they will enjoy all other rights and benefits provided for in this agreement. In filling any job from among probationary employees, competency being equal, the length of service of the employees in the probationary period will prevail and upon the completion of the six (6) months probationary period the seniority of such employees will commence and will be dated back to the date of their employment. However, the Brotherhood may discuss with the Company any cases of

ARTICLE VIII (continued)

discrimination respecting such employees.

(b) Each new full-time employee will be allowed a maximum of one (1) week [i.e., forty (40) hours] sick leave with pay upon completion of the initial employment probationary period as described in Article VIII, paragraph (a), if such sick leave is necessary because of the employee's own sickness.

Each full-time employee will be allowed an additional maximum of one (1) week [i.e., forty (40) hours] sick leave with pay upon completion of the initial six (6) months of continuous employment with the Company following such probationary period if such sick leave is necessary because of the employee's own sickness.

Thereafter, the Company will allow two (2) weeks [i.e., eighty (80) hours] sick leave with pay per calendar year to each full-time employee who has been in the employ of the Company for an immediately prior continuous period of six (6) or more months if such sick leave is necessary because of the employee's own sickness.

Employees will be allowed forty (40) additional hours sick leave in any calendar year following a year in which the employee did not use any sick leave.

An employee may accumulate unused sick leave up to a maximum of one thousand forty (1040) hours, including sick leave for the

ARTICLE VIII (continued)

then current year. Under no circumstances will an employee be entitled to more than one thousand forty (1040) hours sick leave with pay in any calendar year.

Unless it is impossible to do so, employees or members of their immediate family will notify their respective immediate supervisors of such sickness and its probable duration as much in advance of the starting time of their shift as may be possible. Repeated failure to report for work without giving such notice will be grounds for disciplinary action or discharge. Should employees fail to notify supervision before the end of the second day of such absence, they will not qualify for sick leave with pay unless it can be shown that it was impossible for them to give or cause such notice to be given to their supervisors. In the event of absence due to sickness, supervisors may make such reasonable investigations as they deem desirable, and the Company may require a doctor's certificate as to the nature of the sickness causing such absence from work. Failure to give notice as required or to supply a doctor's certificate if required will forfeit all rights of sick leave with pay during the particular absence from work. The Brotherhood will cooperate with the Company to prevent or eliminate abuses of sick leave privileges.

Employees who are laid off due to a reduction in forces, but who return to the employ of the Company in a permanent job within a period of twenty-four (24) months from the date of such layoff, will retain any unused

ARTICLE VIII (continued)

accumulated sick leave to which they were entitled at the time of their layoff; and will be eligible for such unused accumulated sick leave upon re-employment in a permanent position.

(c) The Company will continue to give two (2) weeks [i.e., eighty (80) hours] vacation with pay during each calendar year to each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) or more years.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for three (3) weeks [i.e., one hundred twenty (120) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate seven (7) or more years of service, so long as such service was not broken by resignation or discharge for cause.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for four (4) weeks [i.e., one hundred sixty (160) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate fifteen (15) or more years of service, so long as such service was not broken by resignation or discharge for cause.

ARTICLE VIII (continued)

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for five (5) weeks [i.e., two hundred (200) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate twenty-five (25) or more years of service, so long as such service was not broken by resignation or discharge for cause.

Each full-time employee will accrue vacation on December 31st for the succeeding year. The employee must have been employed for at least a continuous period of one (1) year and must be employed on December 31st in order to accrue the vacation. The employee is not required to work in the succeeding year in order to qualify for vacation.

Vacations will not be cumulative; however, employees will be allowed to carry from one (1) calendar year to the next up to eighty (80) hours vacation. Vacations may be arranged in advance of March 15 with their respective supervisors giving full weight to seniority provided that the full vacation allowance is scheduled on consecutive days. However, employees who choose to select vacation periods which are not consecutive will be entitled to exercise their seniority in the selection of the first such vacation period. Subsequent selections of vacation periods will not be made until all other employees have had an opportunity to

ARTICLE VIII (continued)

make selections under the same conditions. Vacations will be taken at such time as will not unduly interfere with the efficiency of operations. Employees who have not selected their vacations on or before March 15 will have to select periods that are untaken after that date and such periods will then be selected and scheduled in order of requests made. Employees will not be required to take their vacations in units of less than one (1) week [i.e., seven (7) consecutive days].

Employees scheduled for vacation will not be subject to being called out on their off days which are continuous with their vacation period. If employees are scheduled for vacation, which is less than five (5) consecutive days, on a day continuous with their off days, such employees will be subject to being called out during such off days. It is agreed that the Company currently recognizes holidays which are continuous with scheduled vacation days to meet the requirements as set forth in this Article VIII, paragraph (c), with regard to call out. Nothing contained in this paragraph will prevent an employee from being called out in an emergency situation.

Should employees be recalled for emergency duty while on vacation, the Company will defray any extra expenses which they may incur as a result of such recall including transportation and other reasonable expense back to the place from whence they were recalled, or to any equivalent point. If they desire to resume their vacation at the conclusion of the

ARTICLE VIII (continued)

emergency, additional vacation time will be granted them in lieu of time lost as a result of such recall, including time spent in traveling incidental to such recall.

If a holiday occurs during the employees' vacation, they will be allowed an additional day off with pay at the beginning or end of their vacation.

In the event of a death in the employees' immediate family while such employees are on vacation, Article VIII, paragraph (t) of this agreement will apply, provided the employees' respective supervisor is promptly notified. Such employee will be allowed to reschedule that portion of their vacation covered by the above mentioned Article VIII (t), consistent with the terms and conditions of this Article VIII, paragraph (c).

If employees leave the service of the Company and they are eligible for a vacation as above stated, they will be paid for same, provided such employees have not been discharged and provided in case of resignation they have given two (2) weeks' notice of their intention to resign from the Company.

In the event employees resign from the employ of the Company, they will be paid only for that unused vacation to which they were eligible as of the date the notice of resignation is received.

ARTICLE VIII (continued)

(d) Insofar as possible without interfering with the necessary operations of the various units, the following holidays will be observed and granted without loss of pay: New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, Fourth of July, Labor Day, Veterans Day (or such other national holiday as may be established in lieu thereof), Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day. Except for shift employees, when a holiday falls on an employee's scheduled off day, the holiday will be observed in the following manner: (1) If a holiday falls on an employee's first scheduled off day, the preceding work day will be observed as the holiday; (2) If a holiday falls on an employee's second scheduled off day, the following work day will be observed as the holiday. For shift employees the holiday will be observed on the day which it occurs. As much notice as possible will be given to employees required to work on holidays; however, schedules as posted will constitute notice to shift employees who are required to work on holidays. When employees work on a holiday they will be paid at one and one-half (1-1/2) times their regular straight time rate for all hours worked on the holiday, and in addition thereto they will receive pay for eight (8) hours at their regular straight time rate. When a holiday falls on employees' respective off-day they will be allowed a day off in lieu thereof within thirty (30) days, or, if the Company concludes that it will not be able to grant time off in lieu of such holiday, it will pay for the same at regular straight time rates. If a holiday falls on the

ARTICLE VIII (continued)

employees' respective off-day and it is necessary to call out or to prearrange the employees to perform work, they will be paid at one and one-half (1-1/2) times their regular straight time rate for all hours worked, and in addition thereto, they will receive pay for eight (8) hours at their regular straight time rate.

If a holiday occurs during the employees' vacation, they will be allowed an additional day off with pay at the beginning or end of their vacation.

If a holiday falls on a regular scheduled workday and the employee works eight (8) hours or more, the employee may be paid eight (8) hours at the straight time rate and request the holiday be banked. If more than eight (8) hours are worked, all hours over eight (8) hours will be paid at one and one-half (1-1/2) time. Employees working shifts other than eight (8) hours per day will be allowed to bank the entire shift, hour for hour, if they work their regular scheduled hours or more on a holiday and are paid at the straight time rate for such regular scheduled hours worked. All hours worked outside regular scheduled hours will be paid at one and one half (1-1/2) time. Holidays that occur on an employee's off day may only be banked as eight (8) hours. For holidays that occur on a regular scheduled workday and are not banked, all hours worked in excess of eight (8) hours will be paid at one and one half (1-1/2) time. An employee may bank up to three (3) holidays. Should employees change to a longer schedule, they must

ARTICLE VIII (continued)

use dock time or vacation to make up the difference when taking a banked holiday. If they change to a shorter schedule, they will be paid for the difference or have the option of taking the excess hours off as if it were vacation.

Banked holidays can be carried over from year to year, but at no time can an employee have more than three (3) days banked. Banked holidays must be taken in blocks of hours equal to the regular scheduled workday, arranged for like a day of vacation. Employees may request payment for banked holidays in blocks of hours equal to the regular scheduled work day, with payment made at the current straight time rate in the employee's regular paycheck.

At least twenty four (24) hours prior to the beginning of a holiday each supervisor will make known if the needs and conditions are such that members of the work group may volunteer to work on the holiday and thus bank the holiday for future use. If more ask to work than are needed then seniority will be the basis for selecting those asking to bank a holiday.

It is not the Company's intention to change schedules on a temporary basis to avoid paying for more than eight (8) hours.

(e) The Company will continue its present policy of carrying group life insurance at its own expense on all full-time employees who have been in the employ of the Company for a continuous period of six (6) months or more, so

ARTICLE VIII (continued)

long as such insurance continues to be available to the Company at substantially the present rates and under substantially the present conditions.

Employees returning from layoff as a result of reduction of forces within twenty-four (24) months of such layoff will be entitled to the amount of non-contributory group life insurance to which they were entitled at the time of layoff.

The Company adopted a Pension Plan covering certain of its employees, including those now represented by the Brotherhood, on July 1, 1944. Such Pension Plan has been amended from time to time since its adoption and the Company has entered into supplemental pension agreements with the Brotherhood relating to such plan.

(f) Employees performing jury duty will be paid their regular rates for time lost from their regular work while so serving. Employees who are permanently discharged from such jury duty will be expected to report such discharge as soon as practicable to their respective supervisors. The Company agrees to allow sufficient time off with pay for voting, not to exceed two (2) hours, to those employees whose work on election day does not otherwise permit sufficient time to vote.

(g) Employees who are members of the Brotherhood's committees representing the Local Unions above-mentioned will be allowed

ARTICLE VIII (continued)

time off to attend meetings with Company officials. They will give their respective supervisor, or in the supervisor's absence the supervisor's designee, reasonable notice in advance of their desire to attend such meetings. The number of representatives of the Brotherhood in attendance at such meetings on Company time will be limited to the number reasonably necessary to transact the business at hand. The Company will pay such employees at their regular rates of pay for time lost from their regular work as a result of attending such meetings.

Officers and authorized delegates not to exceed four (4) from each Local Union, who are called upon to transact business for the Local Union or the International Brotherhood of Electrical Workers, which temporarily requires their absence from duty, will, upon written request to their department or division supervisor, be allowed sufficient time for such business without pay. It is understood, however, that except for the foregoing there will be no transaction of Brotherhood business, including solicitation, on Company time or on any property of the Company where employees are on duty.

(h) Should employees become Business Manager in Alabama for the above-mentioned Local Unions or accept a full-time position with International Brotherhood of Electrical Workers or the Alabama Labor Council, the Company agrees that they will be given a leave of absence for the period of this agreement, or

ARTICLE VIII (continued)

any extension thereof, and that they will retain and accumulate seniority and service just as though they continued to work for the Company, and that they will be permitted to return to their former or an equivalent classification with the Company immediately upon conclusion of their term as such, and provided they are competent to fill the position. It is understood, however, that any necessary promotions made in carrying out the provisions of this paragraph (h) will not be made the basis of any grievance.

Service time will accrue for employees who are on a Union Leave of Absence. Employees who have returned from a Union Leave of Absence will be eligible for retroactive accrual of service time for purposes of vacation, service awards and retirement plaques.

(i) Employees who are required to work outside in the rain will be furnished raincoats or rain suits (as agreed on locally) and rain hats. Employees required to work in water will be furnished rubber boots. The Company will endeavor to provide a reasonable assortment of sizes of such equipment. Such equipment will remain the property of the Company, will not be devoted to personal use, and will be turned in when not actually required. If any employee desires such individual equipment for their own use, upon written request, the Company will supply it at thirty per cent (30%) of the cost to the Company (including cost of handling), but in that event such equipment will be kept readily available by the employee to

ARTICLE VIII (continued)

satisfy the requirements of this paragraph. The Company will also make replacements of such individual equipment at thirty per cent (30%) cost at reasonable intervals.

(j) Delete Text

(k) Paragraphs 1 through 12, inclusive:

1. When employees are designated by their supervisor to temporarily relieve or substitute for another employee of a higher classification than their own, the employee will be paid at the minimum rate for the higher classification. If the employee works in such higher classification for as much as four (4) hours in a workday [as defined in paragraph (v) of this Article VIII], the employee will be paid for the full day at the rate determined above; provided, however, that the employee will not suffer any reduction in rate while thus temporarily relieving or substituting. When employees temporarily relieve or substitute for an employee in a lower classification, they will continue to receive the pay of their own classification.

2. Whenever substitution is made under a provision of this paragraph, the senior competent employee available in the respective crew or shift will be designated to relieve or substitute for an employee in a higher classification, except in the case of a journeyman being designated to take charge where no foreman, subforeman, lead lineman or lead cable splicer is available and when a warehouseman or materialman is designated to take charge in the

ARTICLE VIII (continued)

absence of the warehouseman's or materialman's supervisor.

3. Where no foreman, lead lineman or lead cable splicer is available in a crew, a journeyman will be designated by the supervisor to take charge of the crew and be paid as a lead lineman or lead cable splicer while in charge of the crew.

If a foreman is available to exercise general supervision but is removed from the vicinity of the job, the senior available journeyman in the crew will be designated to take charge and will act and be paid as a lead lineman or lead cable splicer while in charge of the crew.

If a foreman is absent, i.e., not available to exercise general supervision, a journeyman will be designated to take charge of the crew and be paid as a lead lineman or lead cable splicer while in charge of the crew.

4. When both the foreman and subforeman are absent for one half (1/2) work period or shift or more on a regular workday from either the shipping or receiving section of the General Stores, a warehouseman-general or a materialman will be designated by the supervisor to substitute for the absent subforeman provided there is available in that section a warehouseman-general or a materialman competent to perform the duties of the absent subforeman. When a warehouseman or a materialman is designated to substitute for a supervisor or storekeeper for one-half (1/2)

ARTICLE VIII (continued)

work period or shift or more, the warehouseman or materialman will be paid an additional sixty-five (65¢) cents per hour while being substituted.

5. Text Deleted.

6. When a journeyman is absent for one-half (1/2) work period or shift or more from a garage, line or underground crew to which two (2) or less journeymen are normally assigned, an employee will be designated to substitute for such journeyman provided there is available at that garage or in that crew an employee competent to perform the duties of the absent journeyman.

7. When the number of journeymen falls below two (2) for one-half (1/2) work period or shift or more in any line crew to which more than two (2) journeymen are normally assigned, an employee will be designated to substitute for such journeyman in order to bring the crew up to a minimum of two (2) journeymen, provided there is available in that crew an employee competent to perform the duties of the absent journeyman.

8. When a journeyman is absent for one-half (1/2) work period or shift or more from a local operation to which two (2) or less employees in journeyman classifications are normally assigned, an employee will be designated to substitute for such journeyman, provided there is available at that local operation an employee competent to perform the duties of the

ARTICLE VIII (continued)

absent journeyman.

9. In any crew when a journeyman is substituting for a foreman, the journeyman will be considered as being absent from the crew for the purpose of determining whether substitution as provided for in this Article VIII, paragraph (k) shall be made.

10. Under the above provisions, substitution for the absent journeyman in any line or underground crew will be made even though the crew is combined with another crew, provided there is available in the crew from which the journeyman is absent an employee competent to perform the duties of the absent journeyman.

11. When a lead lineman is absent, a journeyman will be designated to substitute for such lead lineman provided the unit to which the lead lineman is assigned requires the services of a lead lineman as provided under Article XIII, paragraph (b) of this agreement.

12. When both the foreman and subforeman are absent for one-half (1/2) work period or shift or more on a regular work day from the geographic division garage, a utility fleet technician I will be designated by the supervisor to substitute for the absent subforeman provided there is available at that garage a utility fleet technician I competent to perform the duties of the absent subforeman. The subforeman or utility fleet technician I substituting for the absent subforeman will continue to perform

ARTICLE VIII (continued)

work as a utility fleet technician I while in charge of the garage.

At locations where there is no subforeman and the foreman is absent for one-half (1/2) work period or shift or more on a regular work day, a utility fleet technician I will be designated to take charge of the work group and be paid at the subforeman rate of pay while in charge of the work group, provided there is available at that garage a utility fleet technician I competent to perform the duties of a subforeman.

(l) When an employee is offered a promotion by the Company and for any reason fails to accept it, such failure will not affect the employee's seniority or status, except as provided in paragraph (e) of Article V.

(m) Any employee who is called for work while off duty will be given as much notice as possible.

(n) Where it is practicable to do so, employees who are unable to report for work will send word to or notify their respective supervisor of such inability and its probable duration. Such notice will be given as much in advance of the starting time of their shift as may be possible. Repeated failure to report for work without giving such notice or without good and sufficient reason will be grounds for disciplinary action or discharge.

ARTICLE VIII (continued)

(o) Employees will keep their supervisors informed of their correct home or living quarters address.

(p) The Company will not use superintendents, assistant superintendents or foremen to displace employees in classifications covered by this agreement; however, nothing in this agreement shall be construed to prevent them from doing such work in emergencies, in training employees, or in the inspection and adjustment of equipment, and performing incidental tasks which contribute to the obvious efficiency of the crew or work group, but will not displace a covered employee. It is not the parties' intent for these classifications to become working classifications that can perform routine bargaining unit work without limitations.

Such classifications' primary responsibility is to supervise work being performed. The above referenced incidental tasks do not include the foremen doing routine switching or using tools.

(q) When employees are recalled for work and report for duty after a regular work period or on one of their regular off-days, they will be paid for actual time spent working or standing by, plus an additional amount equal to their overtime rate of pay for one hour for the inconvenience involved in such recall, but in no event will they receive less than two (2) hours pay at their overtime rate.

ARTICLE VIII (continued)

Employees who are provided Company vehicles for the purpose of such recalls and respond to the recalls from their homes, will not be eligible for the one hour at the overtime rate to compensate for the inconvenience of the recall. Such employees will be paid for the actual time spent working or standing by but in no event will they receive less than two (2) hours pay at their overtime rate.

When employees are recalled for work and report for duty while they are off duty during their regular scheduled lunch period, they will receive one (1) hour pay at their overtime rate.

When employees are required to report for work on a scheduled workday after having been released on one of their scheduled workdays and were notified to this effect before the end of their last scheduled work period, they will be paid the equivalent of three (3) hours at the overtime rate or the actual hours worked, whichever is greater, except as set out below.

When employees are required to report in advance of the normal starting time on one of their scheduled days of work, and were notified to this effect before the end of their previous scheduled workday, they will be paid at their overtime rate for all time worked prior to their normal starting time.

When employees are required to report for work on one of their off-days and were notified to this effect before the end of their last

ARTICLE VIII (continued)

previous scheduled work period hours or in the event a prearranged overtime assignment begins on a regular work day and extends into an off-day or begins on an off-day and extends into another off-day, they will be paid the equivalent of four (4) hours at the overtime rate or the actual worked, whichever is greater. A regular off-day will consist of twenty-four (24) consecutive hours commencing with the end of the preceding regular work day [as defined in paragraph (v), Article VIII] or a preceding regular off-day.

(r) When employees are ordered to stand by subject to call, a definite place and period of time will be designated by their supervisor. Time thus spent standing by will be considered as hours worked.

(s) So far as may be practicable and consistent with the efficient performance of work to be done, the Company will distribute overtime work equitably among the employees covered by this agreement over reasonable periods of time in the various units, locations and lines of work therein; the various lines of work corresponding generally to the principal journeyman classifications and being: (1) line work - including construction, operation and maintenance, (2) handling trouble calls (larger operations only), (3) appliance repairing, (4) tree trimming, (5) meter testing, (6) automotive work, (7) warehousing, and (8) meter reading.

In consideration of differences in work

ARTICLE VIII (continued)

locations, overtime issues will be handled by mutual local agreements. Once established these local agreements will serve as the definition of "equitable" distribution of overtime and will outline the policy to be followed in each local area. These agreements will address as a minimum the following interests:

- on call arrangements such as A & B lists, crew on call, etc.
- the need for timely response, particularly on a holiday and weekends
- consequences clearly stated for either party not adhering to agreement
- a sunset provision

Should no mutual agreement be reached, the existing overtime procedures will be utilized.

Records showing the distribution of overtime in accordance with the above will be made available for inspection by designated representatives of the Brotherhood at division and district offices as the case may be. Lists of overtime at intervals of four (4) weeks accumulated from beginning to end of each year will be posted at district and division headquarters.

(t) In the event an employee has a personal need and is unable to work on a regular workday, subject to approval of supervision

ARTICLE VIII (continued)

and without loss of efficiency or payment of overtime, the employee may make it up without loss of pay by working immediately before or after any regular scheduled work period in the same workweek, working an off day in the same workweek, using a day of vacation, or using a banked holiday.

If employees are absent from work because of a death in their immediate family, they will be allowed time off with pay as follows:

(1) Three (3) days death leave will be granted, as deemed necessary by the employee in the event of a death of the employee's spouse, parents, stepparents, grandparents, stepchildren, children, grandchildren, brothers, or sisters, or the spouse's parents, stepparents, grandparents, brothers or sisters.

Time off as stipulated in (1) above must be taken within fifteen (15) days of the death.

(2) Up to three (3) consecutive days funeral leave will be granted, including off-days, for the purpose of traveling to, attending and returning from the funeral service of the employee's son-in-law, daughter-in-law or any relative regularly residing in the household of the employee concerned.

(u) Shift employees may elect to work rotating or nonrotating schedules by functional operating groups, and the preferences of such employees will also be regarded, by seniority,

ARTICLE VIII (continued)

in scheduling shifts and off-days upon request to the supervisor in general charge of the operation. "Shift employees" are those employees in jobs at the General Warehouse, General Garage, Division Garages, and Fleet Service which are regularly staffed one (1) or two (2) shifts per day, five (5) days per week, or those operating employees in jobs which are regularly staffed seven (7) days per week, regardless of the number of shifts per day scheduled for such jobs.

A shift differential in addition to the rates set forth in wage schedules attached hereto as Exhibit A will be paid to shift employees who work on regular scheduled shifts or to employees rescheduled to work in jobs which are temporarily or regularly staffed two (2) shifts per day, five (5) days per week, or in jobs which are temporarily or regularly staffed seven (7) days per week, regardless of the number of shifts per day scheduled for such jobs, and in accordance with the following:

Evening Shift - Where the majority of the scheduled hours worked are between 3 p.m. and 11 p.m., 54¢ per hour for all hours actually worked.

Night Shift - Where the majority of the scheduled hours worked are between 11 p.m. and 7 a.m., 64¢ per hour for all hours actually worked.

ARTICLE VIII (continued)

No shift differential will be paid for any time not actually worked.

(v) The regular workweek will consist of seven (7) consecutive twenty-four (24) hour periods starting immediately after Friday midnight, or at the shift change nearest Friday midnight in the case of shift employees, as defined in paragraph (u) above. See Article VIII (w) last sentence. The regular daily work period will consist of a continuous period including eight (8) scheduled hours of work, plus scheduled time for a meal. However, it is understood that the commencement of the meal period may be advanced or delayed thirty (30) minutes by the Company so long as the meal period is not reduced or extended. In cases where the commencement of a meal period is advanced or delayed more than thirty (30) minutes by the Company, time spent working during the regular scheduled meal period will be paid for at the overtime rate and the employee will be allowed sufficient time for the meal and if any part of this time falls outside their regular scheduled meal period it will be considered time worked. The regular workday will consist of twenty-four (24) consecutive hours commencing with the starting time of the work period; except that no workday will carry over from one regular workweek to the next.

(w) All employees will be paid at the rates shown for their respective classifications in the wage schedules attached hereto as Exhibit A for all time worked during their scheduled hours of work. In general, all non-shift employ-

ARTICLE VIII (continued)

ees will be scheduled to work five (5) regular daily work periods in each workweek on consecutive workdays, except when scheduled to work Tuesday through Saturday when the work periods will be split between two work weeks. Shift employees will be scheduled to work five (5) regular daily work periods in each workweek on consecutive workdays, as far as may be practicable. Except for shift employees, the five (5) daily work periods will be scheduled between 6:00 a.m. and 8:00 p.m. either Monday through Friday or Saturday through Friday. Sunday and Monday off-days will be consecutive except in the case of periodic changes of shifts or when daily work periods are changed by giving at least thirty (30) days notice as provided for in this paragraph (w). The various employees will be notified of their regularly scheduled work periods by posting notices in the respective substations, crew headquarters, and local offices. The Company may change such regularly scheduled five (5) consecutive daily work periods by giving at least thirty (30) days prior notice of such change. On a temporary basis work periods may be advanced or delayed one (1) hour for not more than two (2) days in a workweek by giving notice no later than the end of the previous work period. This advance or delay may not extend more than one (1) hour outside of the 6:00 a.m. to 8:00 p.m. time frame, and will not result in any overtime.. Except as described above, employees may be rescheduled for temporary periods upon at least thirty-six (36) hours prior notice stating the probable duration but, except for shift work, such

ARTICLE VIII (continued)

rescheduled work periods will be for five (5) consecutive days between 6:00 a.m. and 8:00 p.m., and will not include Sunday and will be limited to that reasonably necessary to render and maintain continuous and adequate service. Employees will be paid one and one-half (1-1/2) times the rates shown for the respective classifications in the wage schedules attached hereto as Exhibit A for all hours worked in excess of forty (40) in any regular workweek and for all hours worked in excess of eight (8) in any regular workday and for all hours worked outside of those regularly scheduled; provided, however, that overtime rates will not be paid for hours worked in excess of eight (8) in any workday brought about by periodic changes of shifts or by granting requests of individual employees; and, provided further, that overtime rates will not be paid more than once for the same hours worked. Employees may be allowed to work schedules other than eight (8) hours as specified in applicable Memoranda of Understanding.

(x) Employees may be rescheduled to work on a two (2) or three (3) shift per day basis to handle prearranged or emergency repair jobs which will require more than five (5) days for completion on a rush basis, by giving at least thirty-six (36) hours prior notice, it being understood that their respective normal off-days will remain the same.

(y) Employees who are instructed to report for duty before they have had eight (8) consecutive hours off duty since the end of

ARTICLE VIII (continued)

their last scheduled work period and who so report will be paid at the overtime rate for all hours worked thereafter until they have had eight (8) consecutive hours off duty. Employees who are instructed to report for duty six (6) hours or more before their next regular scheduled starting time following an off day will continue to be paid at the overtime rate for all time worked until they have had eight (8) consecutive hours off duty. However, in either instance at the completion of the work for which the employee so reported, the Company may at its discretion continue the employee at work or give them eight (8) hours off duty and if any part of the eight (8) hours off duty falls within or overlaps into the employees' next regular scheduled work period, they will be paid for all such hours off duty within their regular scheduled work period at the straight time rate.

Any employee continuing to work beyond their regular scheduled work period will be paid at the overtime rate for all hours worked thereafter until they have had eight (8) consecutive hours off duty and if any part of such eight (8) hours off duty falls within or overlaps into the employees' next regular scheduled work period, they will be paid for all such hours off duty within their regular scheduled work period at the straight time rate.

In those instances where travel time is applicable in applying the terms and conditions of the eight (8) hour rest period provision, such travel time will be considered as a portion of

ARTICLE VIII (continued)

such rest period provision.

(z) Employees who may be temporarily incapacitated by a lost-time accident and who recover to the extent that the Company Medical Director certifies them for "light duty," or any employee who suffers or develops a temporary physical disability to the extent that they are no longer competent to perform satisfactory work in their respective classification may be placed on any work which is available (including their regular job) and which they can perform without prejudice to their physical condition. Such employee will be paid at the proper rate for the classification to which they are assigned.

In the event employees are determined by the Company Medical Director to be permanently or indefinitely physically disabled so that they can no longer satisfactorily perform their work in their respective classification, the Company will undertake to mutually agree with the Brotherhood upon the assignment of such employees to any classification without regard to the provisions of Article V, paragraph (e), and such employees will be paid at the rate of the classification to which they are assigned.

In the event employees are determined by the Company Medical Director to be permanently or indefinitely physically disabled so that they can no longer satisfactorily perform their work in their classification, the employee will be given the option of exercising rights covered in Article V, paragraph (k) of this agree-

ARTICLE VIII (continued)

ment, provided there are classifications available that the employee can perform without prejudice to their physical condition and further provided that the employee will not be precluded from exercising other available options.

Permanently disabled employees electing to exercise the roll rights given under this paragraph, who are subsequently determined to be incompetent to perform the duties of their new classification during the first 12 months following the roll back, will be demoted under the provisions of Article V, paragraph (k). The ensuing roll back will be conducted under the provisions of Article V, paragraph (i)

1. Permanently disabled employees electing to exercise roll rights given under the above, may be considered for rolling into classifications which are filled on the basis of competency.
2. Permanently disabled employees eligible to exercise VIII (z) roll rights, who elect to go on LTD when eligible, will not be eligible to exercise roll rights.

Employees on disability, extended disability, or long term disability leaves of absence will be granted service credit, not to exceed twenty-four (24) months, upon return to work, effective September 2, 1992.

(aa) Subject to the orders of their supervisors, employees are responsible for the proper discharge of their respective duties within the

ARTICLE VIII (continued)

scope of their training and experience, and any negligence or failure in this respect will constitute grounds for disciplinary action or discharge after proper investigation.

(bb) When employees are required by the Company to work temporarily at some location other than the place where they regularly work, the Company will pay any reasonable and necessary traveling and living expenses required by such temporary employment.

If the Company provides overnight traveling accommodations, it will pay only for time spent in traveling during regularly scheduled hours on scheduled workdays or off-days just as though such time were worked. If the Company provides traveling accommodations other than by Company car or truck, it will pay for all time spent in traveling just as though such time were worked. In such cases, if employees desire to provide their own transportation or to determine their own mode, route, and time of traveling to and from such temporary employment, they will make mutually satisfactory arrangements with their respective supervisor in advance as to the time and expense to be paid for by the Company and as to the time and place where they will report.

If traveling is by Company car or truck the Company will pay for all time spent traveling just as though it were time worked. If in lieu of utilizing a Company car or truck, which will make the trip in any event, employees desire to provide their own transportation, they will

ARTICLE VIII (continued)

pay their own transportation expense but will receive time as if they had traveled by such Company car or truck.

In the event employees who are working temporarily at some location other than the place where they regularly work and who would normally have their room and board paid for at the temporary location as provided for in the first sentence of this paragraph (bb) or the first sentence of Article XIII, paragraph (a), choose to return to their home after each day's work, the Company will provide their evening and morning meals at the temporary location and at the option of the employee the Company will allow such employees for traveling or transportation expenses the amount that would otherwise be paid by the Company for the employees' lodging.

(cc) When employees are required to incur any extra expense by reason of being required by the Company to work before, after, or in excess of their scheduled hours of work in any day, such reasonable and necessary extra expense will be defrayed by the Company.

Meals will be provided or paid for as set forth in Exhibit D, entitled Procedures Relating to Providing or Paying for Meals.

Travel expense will be paid for as set forth in Exhibit E, entitled Memorandum of Agreement—Payment for Travel Expense for Employees Required to Work Overtime.

ARTICLE VIII (continued)

(dd) Employees will have a permanently assigned headquarters which will also be the employees' usual reporting place; provided, however, that this provision will not require employees to report to such assigned headquarters if instructed by their supervisor to proceed to discharge their duties without reporting to such headquarters. Employees will not be permanently transferred from one such assigned headquarters to another except through the operation of the provisions for filling vacancies or new jobs provided for in Article V hereof, provided, however, that notwithstanding this paragraph, the Company retains the right to change the assigned headquarters of troublemen in the suburban area of Birmingham without going through the bidding procedure of Article V in situations where a new district office is established in or adjacent to the area or locality in which the employee regularly works. The first sentence of this paragraph will not be construed to require employees to report each date to their assigned headquarters if in the normal performance of their duties such reporting is not necessary, unless the employees are instructed to report to such headquarters by their respective supervisor.

Where employees are required to report or quit at some headquarters or reporting place, the Company will pay for time spent in traveling between the job and such headquarters or reporting place, plus any time spent working at such headquarters or reporting place.

ARTICLE VIII (continued)

(ee) Along with their paycheck for each pay period the Company will furnish to all employees a statement showing the number of hours for which they are paid at straight time rates; the number of hours for which they are paid at overtime rates; and the number of hours worked in substitution during the payroll period covered by such paycheck; together with the respective rates of pay.

(ff) Work in rain, sleet or snow will be held to such minimum as is reasonably necessary for the protection and preservation of the property of the Company and for the rendition of safe, economical and satisfactory service to the public. It is understood that routine work, excluding performing work on energized lines or equipment, will be performed during periods of light rain.

(gg) The Brotherhood will be permitted to use space on bulletin boards of the Company in operations where members of the Brotherhood are employed, under the terms of this agreement, for posting official notices of the Brotherhood to its membership.

(hh) When the Company requires any employee to have a telephone, it will notify such employee in writing of this requirement. In such case, the Company will pay the telephone bill of the employee (except personal long distance charges) until the requirement is canceled in writing. No employee's telephone number will be listed under the Company's name in the telephone directory.

ARTICLE VIII (continued)

(ii) In the event a report of commendation, or a disciplinary notice summary letter is placed in the personnel file of an employee a copy of the document will be furnished such employee.

In case a disciplinary notice is given, the employee concerned will be given a letter summarizing the discussion. If the employee chooses, a representative from the Brotherhood may be present at the time of such discussion. If the employee thinks unfair treatment is given, a grievance may be initiated and such discussion, by mutual agreement, may be considered the first step of the grievance procedure. The letter summarizing a disciplinary notice will not be made a part of the official files of the Company until the outcome of the grievance has been determined.

(jj) Employees who are instructed to climb a steel radio tower over 100 feet in height and believe that due to their physical or mental limitations or their lack of skill they cannot perform the job safely and so inform their supervisor, will not be required to climb such tower.

(kk) The following is the Company's new Tool Policy in its entirety: The Company will pay to eligible employees 70% of the reasonable receipt for approved personal tool purchases. Employees will be furnished a list of tools authorized to be purchased based on their qualified classification.

ARTICLE VIII (continued)

When an employee qualifies for a classification and is subject to substitute, upgrade or after an employee is awarded a temporary or permanent job, the employee will be responsible for purchasing, within a reasonable time frame, the tools necessary for that classification. During work schedules, the employee must have these tools available for use at the work site. Prior approval to purchase authorized or approved tools is not necessary by the employee; however, prior approval is required for special tool purchases.

Tools, except for specialty tools stocked by the Company, will be acquired by the employee through direct purchase from outside vendors. The employee will be responsible to ensure purchased tools meet current ANSI Standards. Reimbursement will be made through the expense account procedure with reimbursement on the employee's paycheck.

Employees will be responsible for replacing tools under warranty.

Broken and worn out tools not under warranty will be replaced at the 70/30 percentage rate of the employee's receipt.

Stolen tools may be replaced at the Company's expense on a case-by-case basis.

Employees will have ownership of personal tools.

ARTICLE IX

Wages and Classifications

Salaries to be paid the various classifications of employees will be at the rate set forth in salary schedules attached hereto and made a part hereof as Exhibit A provided, however, that no individual employees salary will be reduced because it is above the rate shown in such salary schedules for the classification in which they are regularly working when this agreement becomes effective. All permanent regular employees covered by this agreement will be paid on an hourly wage basis. In all cases the hourly rates for the respective classifications will be used in computation of overtime, time lost and time worked in substitution for employees in higher classifications.

ARTICLE X

Loyalty and Efficiency

Employees of the Company, members of the Brotherhood, agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Company and its interests; and that they will cooperate with the Company in promoting and advancing its welfare and prosperity.

ARTICLE XI

No Strikes or Lockouts

In view of the grievance and arbitration provisions of this agreement, the Brotherhood agrees that during the term hereof it will not authorize, instigate, support or encourage any strike, slowdown, or other concerted cessation or delay of work by employees, and the Company agrees that during such term there will be no lockout of employees. The Brotherhood will not be liable to the Company on account of any strike, slowdown, or other concerted cessation or delay of work by employees not authorized, instigated, or encouraged by it and participation by any employee in any such strike, slowdown, or other concerted cessation or delay of work by employees will constitute grounds for immediate discharge.

ARTICLE XII

Safety

(a) Both parties agree to cooperate in promoting safety throughout the various operations of the Company covered by this agreement.

(b) It will be the duty of supervisors to see that a sufficient number of experienced workers, equipped with the customary safety devices necessary for the safe performance of the job, are available for any work which is undertaken in any operation of the Company

ARTICLE XII (continued)

covered by this agreement.

(c) Violation of safety rules of the Company after a warning has been given will be deemed sufficient reason for disciplinary action or discharge of offending employees.

(d) Whenever an investigating committee is appointed by the Company to investigate an accident affecting employees, it will include at least two (2) members of the Local Union affected familiar with the line of work in which the accident occurred, to be selected from an adequate list supplied by the Brotherhood for each unit covered by this agreement. The Company agrees to investigate promptly accidents involving employees upon written request from the Brotherhood.

(e) In the event a report of any investigating committee is deemed unfair to an employee, this may be taken up by the Brotherhood as a grievance as provided for in Article VI.

(f) In emergencies all employees are expected to perform to the best of their ability consistent with safety; but employees not working under direct supervision will request additional competent assistance when confronted by work which would be dangerous for them to undertake by themselves.

ARTICLE XIII

Special Rules - Distribution and Instrument Service Center

(a) Each line, maintenance, and tree trimming crew will have a definitely assigned headquarters and the Company will pay the reasonable and necessary board and lodging expenses of employees in such crews when they are required to work away from such headquarters. Headquarters of tree trimming crews may be changed from time to time as required by location of the work to be done, but such changes of headquarters will not be made more than once in three (3) months for any one (1) crew, and in event of such change the Company will pay, for the first thirty (30) days in each location, the reasonable and necessary board and lodging expense of any employees who may be transferred.

(b) Paragraphs 1 through 3, inclusive:

1. Line crews of four (4) employees or more, exclusive of foremen, will include at least two (2) journeymen; and line crews of three (3) employees, exclusive of foremen, will include at least one (1) journeyman. In each of the crew headquarters locations consisting of line or underground crews, the regular full strength ratio of apprentices to journeymen will not exceed one apprentice to each two journeymen. In line and underground crews where apprentices are utilized there may be more than one apprentice to each two journeymen as long as the ratio is maintained at the crew headquarters location. Nothing herein will be

ARTICLE XIII (continued)

construed to require the Company to promote apprentices to the classification of journeyman unless they are competent to perform the essential duties of such classification.

2. At their regular full strength, underground crews and line crews of seven (7) employees or more, exclusive of foremen, will include a lead cable splicer or lead lineman who will be considered as a journeyman in computing the ratio of apprentices to journeymen.

When line or underground crews are split and operating separately in small groups, each group of three (3) or more employees, exclusive of the foreman, will be under the direct supervision of a foreman, lead lineman or lead cable splicer, or a journeyman designated to act and be paid as a lead lineman or lead cable splicer. A lead lineman or lead cable splicer or a journeyman designated to act as a lead lineman or lead cable splicer may work at their discretion when practical to do so while maintaining the safety and efficiency of the crew.

When it is necessary for the foreman to leave the vicinity of the job, if there is no lead cable splicer or lead lineman in that crew, a journeyman will be designated to act as a lead cable splicer or lead lineman and such journeyman designated to act as a lead cable splicer or lead lineman may work at their discretion when practical to do so while maintaining the safety and efficiency of the crew.

ARTICLE XIII (continued)

A lead lineman or lead cable splicer or a journeyman designated to act as lead lineman or lead cable splicer will not be considered as the second journeyman on the job for the purpose of Article XIII (e) if the number of employees supervised exceeds four (4) [five (5) including the designated employee]. It is understood, however, that if the number of employees supervised does not exceed four (4) [five (5) including himself] such lead lineman or lead cable splicer or journeyman designated to act as lead lineman or lead cable splicer will be considered the second journeyman on the job for the purpose of Article XIII (e).

If the foreman is absent, i.e., not available to exercise general supervision in such a crew, and a journeyman is designated to act as a foreman, the journeyman may work at his discretion when practical to do so while maintaining the safety and efficiency of the crew.

3. A line crew will be considered as a mechanized crew when regularly equipped with two (2) or more pieces of major equipment composed of line trucks equipped with derricks and/or trucks equipped with aerial lifts in any combination under the supervision of one (1) foreman.

Personnel in mechanized crews will be regularly assigned to work units corresponding generally to each major piece of equipment assigned to that crew. However, personnel may be transferred from one (1) unit to another.

ARTICLE XIII (continued)

er either on a permanent or a temporary basis when required due to the nature of the work to be done or due to the absence of one (1) or more crew members.

Derrick trucks in line crews will be operated by employees in the truck driver classification or higher.

Whenever it is necessary to call out three or more line crew employees outside their regular scheduled hours and such employees are not under the supervision of a foreman, an effort will be made to include a lead lineman in the group. In cases where there are no classified lead lineman or when classified lead lineman are not available, whenever it is necessary to call out three or more line crew employees outside their regular scheduled hours and such employees are not under the supervision of the foreman, a lineman competent to act as a lead lineman will be designated to act and be paid as a lead lineman for hours worked outside scheduled hours of work.

Upgrading of a lineman to lead lineman under these circumstances will not be evidence of competency for other purposes. The Company is willing to apply this understanding provided some satisfactory arrangement can be worked out with regard to the distribution of overtime between linemen and lead linemen. This understanding supersedes the understanding contained as Item 7, Memorandum of Understanding - Operating Agreement 1965 Negotiations dated January 7, 1967.

ARTICLE XIII (continued)

(c) Apprentices in line or substation crews will have worked on energized lines or equipment in excess of 600 volts before being promoted to the classification of journeyman. Apprentice linemen must be able to climb and work on standing poles within thirty (30) days after being so classified or else be demoted. During the first year of apprenticeship, apprentices engaged in line and substation work will work under the direct supervision of journeymen or other employees of higher classification. Apprentices will not work on energized lines or equipment unless accompanied by a journeyman or lead lineman except that after the first year of apprenticeship they may work on lines or equipment of less than 600 volts under the general supervision of a journeyman or other employee of higher classification.

(d) Journeymen must be skilled in safely handling all phases of the work on which they are employed, with only general supervision. Experience elsewhere than with the Company in the same line of work will be accepted as qualifying a journeyman for this classification after full and satisfactory verification.

An employee must be in the apprentice classification for a minimum of one (1) year to be eligible for advancement to journeyman or for full substitution as a journeyman. The employee must be qualified through CK&S prior to advancement or for full substitution. Limited substitution may be made based on the employee's ability to safely perform the work at hand. Limited substitution will not

ARTICLE XIII (continued)

deem an employee to be qualified for full substitution nor for advancement.

An employee holding the apprentice classification may take the appropriate journeyman CK&S written and skills tests on a "request" basis prior to the end of the one year outlined above. If the employee passes these tests, he will be "prequalified" for the journeyman classification; however, he may not be fully substituted nor awarded a journeyman job until the passage of one year as outlined above.

An employee holding the apprentice classification may not take the CK&S tests for journeyman on a "demand" basis until he has satisfied the one year requirement outlined above.

In no case will an employee with less than one (1) year, (singular or combined) experience as an apprentice and/or journeyman be awarded a journeyman job.

(e) Where it is necessary for employees to work on energized lines or equipment in excess of 600 volts, there will be at least two (2) journeymen on the job unless in extreme emergency involving immediate hazard to life or property. When it is necessary to work on lines of 4,000 volts or over during storms, the section to be worked on will be deenergized and isolated by opening any switches available for this purpose and will be temporarily grounded and work will not proceed until safety pre-

ARTICLE XIII (continued)

cautions customary under the circumstances have been taken.

(f) Truck drivers will be in charge of and responsible for their trucks under the direction of their respective supervisors and when not so engaged will work as helpers. In the absence of a truck driver, the foreman will assign some member of the crew to operate the truck and be responsible for same, except as may be required in emergencies or the absence of a qualified person. If drivers of trucks are required to report before the beginning, or to work after the end of the regular work day for their respective crews, they will be paid for such excess time at their respective rates of pay and such time will be taken into account in computing overtime.

(g) When a cable splicer is working on or near exposed parts energized at fifty volts or more in a pullbox, manhole, or vault, it will be at the discretion of the journeyman if additional journeymen are needed. When clean-up work is being performed in a vault, two (2) journeymen will not be required.

When switching within a manhole, vault or other enclosed space, it will be at the discretion of the journeyman in charge of the work to determine if it is necessary to have the assistance of another journeyman, lead cable splicer or foreman within the manhole, vault or other enclosed space.

ARTICLE XIII (continued)

(h) When a manhole or vault is open and employees are working in same, an employee will be stationed at such opening instructed not to leave the opening except with the permission of the employee in charge of the work in the vault or manhole; and such employee will assist the employees in the vault or manhole by passing tools or materials to them, or otherwise as they may direct. If the opening is on the street or sidewalk it will be protected by a suitable portable guard of the customary type and by one or more warning signs.

(i) Telecommunications electricians must have a working knowledge of all types of communication systems used by the Company, and must be capable of handling safely and efficiently all phases of telecommunications work with only general supervision. Employees must have obtained a General Radiotelephone Operator License issued by the Federal Communication Commission or a Certificate of Competency issued by a national certification agency recognized by the Company for a level of ability equal or superior to a General Radiotelephone Operator License. Also see Exhibit B, Telecommunications Electricians Shared Work MOU dated May 11, 1994.

(j) Helpers must be able to do unskilled work in connection with line, underground, and substation jobs as such; and must display aptitude for their work and ability to acquire the necessary skill to qualify them for promotion.

ARTICLE XIII (continued)

(k) Text Deleted.

(l) Whenever an employee is transferred above the classification of helper into meter testing in any of the six (6) geographic divisions, the employee will be classified initially as an assistant meter tester; but in the event of satisfactory progress, the employee will progress through the classification of assistant meter tester into the classification of meter tester. Selection of employees for promotion to meter tester or to assistant meter tester will be based on competency.

(m) Whenever an employee is promoted or transferred into the classification of Local Operations Lineman, Troubleman or Service Installer, such employee will, within six (6) months of the promotion or transfer, relocate to a residence not more than a thirty (30) mile radius from the employee's headquarters unless the employee presently meets such qualification. Failure to meet this requirement will subject the employee to removal from the classification under the conditions of Article V, paragraph (i), of this agreement.

(n) Whenever an employee is transferred above the classification of helper to the Instrument Service Center, the employee will be classified initially as a Laboratory Instrument Technician II, but in the event of satisfactory progress, the employee will progress through the classification of Laboratory Instrument Technician II into the classification of Laboratory Instrument

ARTICLE XIII (continued)

Technician I. Employees who bid into the Laboratory Instrument Technician II classification must work a minimum of six (6) months in the top pay step of that classification to be eligible to be promoted to Laboratory Instrument Technician I. Upon passing the CK&S tests, the employee will be promoted to the Laboratory Instrument Technician I classification. The promotion of a Laboratory Instrument Technician II to a Laboratory Instrument Technician I by any means may, at the sole discretion of the Company, eliminate the Laboratory Instrument Technician II classification vacancy created by the promotion. Selection of employees for promotion to Laboratory Instrument Technician I or II will be based on competency.

(o) Meter Readers will be routinely utilized to perform all functions of metering work which includes: meter reading, meter rereads, read ins/read outs, initial meter sets, meter sets for new customers where service exists, disconnects, connects, reconnects, meter changes, removes, reseals, and all duties associated with the Field Service Representative classification.

Meter Readers will be utilized on straight time and overtime, to perform all functions relative to metering work. Existing practices with respect to utilizing Local Operations Linemen, Troublemens or Service Installers for call out will not be changed.

See Exhibit B, Meter Readers MOU dated **October 30, 1999.**

ARTICLE XIV

Text Deleted

ARTICLE XV

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ARTICLE XVI

Text Deleted

ARTICLE XVII

Text Deleted

ARTICLE XVIII

Co-Operative Student Training Program

Recognizing the responsibility of the Company for the training and development of engineering personnel to meet future needs and objectives of the Company, the parties agree that, notwithstanding the seniority provisions of this agreement, the Company will have the right to utilize co-operative student employees to fill new jobs or vacancies in classifications below that of apprentice, provided such student employees are competent to fulfill the duties of the job. The Company will undertake to agree with the Brotherhood on a guiding principle concerning the placement of co-op students in bargaining unit classifications.

ARTICLE XIX

Employee Training

Recognizing the need for training employees for advancement to certain classifications and the improvement in skill of certain other employees in classifications they already hold, discussions will be held between representatives of the Company and the Brotherhood in an effort to develop plans for such training.

ARTICLE XX

Posting Rules

The rules in regard to hours and working conditions as set forth herein will be posted in the respective substations, local offices, and crew headquarters to which they apply and the rules so posted will be observed until changed as provided for in this agreement.

IN WITNESS WHEREOF, the Company and the Brotherhood have each caused these present to be executed in their respective names and on their respective behalves by their proper officers thereunto duly authorized, as of the day and year first above written.

ALABAMA POWER COMPANY

By C. Alan Martin
Executive Vice President

By W. Ronald Smith
Vice President
Eastern Division

Approved For:

ALABAMA POWER COMPANY

Charles D. McCrary
President & Chief Executive Officer

Attest:

William E. Zales, Jr.
Vice President, Secretary, & Assistant Treasurer

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

Local Union No. 345, Mobile, Alabama
By **D. Wayne Sheffield**

Local Union No. 833, Jasper, Alabama
By Mike Christopher

Local Union No. 904, Tallassee, Alabama
By C. E. Clark, Jr.

Local Union No. 391, Gadsden, Alabama
By **Alan R. Wagnon**

Local Union No. 801, Montgomery, Alabama
By **William E. Frederick**

Local Union No. 841, Birmingham, Alabama
By **Dwight W. Rush**

Local Union No. 1053, Demopolis, Alabama
By **Cary R. Bryant**

Local Union No. 796, Dothan, Alabama
By Arthur G. James, Jr.

Local Union No. 2077, Wilsonville, Alabama
By **Philip D. Hamilton**

Approved For:

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

Edwin D. Hill

International President

Attest:

F. Alan Carden

Business Manager, System Council U-19

EXHIBIT A (2001)

**DISTRIBUTION AND SUPPORT
AGREEMENT**

HOURLY WAGE SCHEDULES

September 5, 2001 - August 14, 2002

EXHIBIT A (2001) DISTRIBUTION AND SUPPORT AGREEMENT
Hourly Wage Schedules for period September 5, 2001 to August 14, 2002
Distribution, Meter Readers, Stores and Instrument Service Center

Job No.	Classification	Minimum to Maximum				
1. LINE PERSONNEL						
004097	Lead Lineman	\$22.935	\$	\$	\$	\$
008634	Switchman B	22.935				
004123	Local Oper Lineman	22.140	22.178	22.259		
* 004129	Troubleman	22.140	22.178	22.259		
004122	Lineman-Pwr Delivery	22.035	22.106	22.140	22.247	
005668	Equipment Oper Trans	21.773	21.881	21.999		
** 004142	Earth Borer Operator	20.362	20.422	20.528		
004168	Materialman	20.245	20.397	20.577	20.622	20.694
		20.765				
004152	Appr Lineman-Pwr Del	17.149	17.220	17.552	17.860	18.192
004140	Trk Driver A-Pwr Del	16.662	16.733	16.829	16.877	
* 004171	Explosive Handler	16.069	16.164	16.237	16.295	16.344
		16.484				

EXHIBIT A (2001) continued

Job No.	Classification	Minimum to Maximum				
1. LINE PERSONNEL(continued)						
004162	Helper-General	\$10.980	\$11.277	\$11.612	\$11.776	\$11.954
		12.310	12.486	12.654	12.915	13.235
		13.710	14.302			
2. STREET LIGHTING PERSONNEL						
* 004129	Troubleman	22.140	22.178	22.259		
* 004172	Street Lgt Maint Man	16.983	17.065	17.125	17.421	
004162	Helper-General	10.980	11.277	11.612	11.776	11.954
		12.310	12.486	12.654	12.915	13.235
		13.710	14.302			
3. UNDERGROUND PERSONNEL						
004100	Lead Cable Splicer	23.411				
004128	Cable Splicer	22.094	22.153	22.213	22.259	
008633	Switchman A	22.094	22.153	22.213	22.259	

EXHIBIT A (2001) continued

Job No.	Classification	Minimum to Maximum				
3. UNDERGROUND PERSONNEL(continued)						
004154	Appr Cable Splicer	\$17.149	\$17.220	\$17.552	\$17.860	\$18.192
		18.373	18.729	19.110	19.488	
004162	Helper-General	10.980	11.277	11.612	11.776	11.954
		12.310	12.486	12.654	12.915	13.235
		13.710	14.302			
4. SERVICE PERSONNEL						
004129	Troubleman	22.140	22.178	22.259		
004130	Service Installer	22.035	22.106	22.140	22.247	
004176	Climbing Field Service Rep	18.927	19.012	19.057	19.153	19.213
004175	Field Service Rep	18.454	18.596	18.642	18.700	18.773
004155	Appr Installer	17.149	17.220	17.552	17.860	18.192
006711	Appliance Serviceman I	16.164	16.521	16.877	17.244	17.693
		18.157	18.620	19.082	19.782	20.493
		21.192	21.881	22.070	22.247	

EXHIBIT A (2001) continued

Job No.	Classification	Minimum to Maximum				
4. SERVICE PERSONNEL(continued)						
004139	Appl Serviceman	\$14.533	\$14.998	\$15.463	\$15.928	\$16.392
		16.858	17.324	17.790	18.255	18.720
		19.185				
004162	Helper-General	10.980	11.277	11.612	11.776	11.954
		12.310	12.486	12.654	12.915	13.235
		13.710	14.302			
5. TREE TRIMMING CREWS						
004177	Head Tree Trimmer	17.065	17.115	17.185	17.244	
004144	Truck Driver-Chipper	15.250	15.311	15.407	15.489	
004162	Helper-General	10.980	11.277	11.612	11.776	11.954
		12.310	12.486	12.654	12.915	13.235
		13.710	14.302			

EXHIBIT A (2001) continued

Job No.	Classification	Minimum to Maximum				
6. METER TEST PERSONNEL						
004131	Meter Tester	\$21.940 23.030	\$22.153	\$22.392	\$22.602	\$22.828
004132	Asst Meter Tester	19.189 19.520	19.272 19.579	19.319 19.640	19.402	19.449
004162	Helper-General	10.980 12.310 13.710	11.277 12.486 14.302	11.612 12.654	11.776 12.915	11.954 13.235
7. METER READERS						
* 004173	Sp Meter Reader	19.249				
004174	Meter reader	17.362	17.552	17.849	18.146	18.489

EXHIBIT A (2001) continued

Job No.	Classification	Minimum to Maximum				
INSTRUMENT SERVICE CENTER						
004093	Lab Instrument Tech I	\$23.280	\$23.362	\$23.411	\$	\$
004094	Lab Instrument Tech II	22.106	22.167	22.213	22.307	

9. GENERAL STORES

004095	Subforeman	23.102	23.173	23.210		
004165	Warehouseman General	21.535	21.571	21.596	21.620	21.644
		21.703				
004168	Materialman	20.245	20.397	20.577	20.622	20.694
		20.765				
004166	Stockman	17.078	17.137	17.195	17.279	17.338
		17.411				
004162	Helper-General	10.980	11.277	11.612	11.776	11.954
		12.310	12.486	12.654	12.915	13.235
		13.710	14.302			

EXHIBIT A (2001) continued

Job No.	Classification	Minimum to Maximum				
10. SUPPORT SERVICES						
008305	Subforeman Utility Fleet	\$23.102	\$23.173	\$23.210	\$	\$
008306	Utility Fleet Tech I	22.035	22.106	22.140	22.247	
008307	Utility Fleet Tech II	18.807	19.376	19.947	20.516	21.086
006710	Appr Auto Mech Garage I	17.115	17.173	17.232	17.315	17.375
		17.446				
004127	Telecom Elecn-Pwr D	21.869	22.188	22.510	22.828	23.149
008308	Asst Telecom Electrician	17.149	17.951	18.807	19.661	20.516
004168	Materialman	20.245	20.397	20.577	20.622	20.694
		20.765				
004162	Helper-General	10.980	11.277	11.612	11.776	11.954
		12.310	12.486	12.654	12.915	13.235
		13.710	14.302			

*Applicable to Birmingham Division only.

**This classification applicable in the operation of self-contained hole digging units only.

(1) Truck Driver A drives winch trucks

(2) The classification of Helper-General listed in the Service Personnel will be utilized in the Appliance Repair Department.

EXHIBIT A (2001) Continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When an employee is not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate the employee is being paid, but in no event will the employee be paid at a rate above the maximum for the classification.
- (2) When employees are placed in classifications in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if employees have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in the new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.

EXHIBIT A (2001) Continued

- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).
- (4) When a foreman is absent and a lead lineman, lead cable splicer or head tree trimmer is designated by supervision to take charge of the crew, the employee will be paid an additional sixty-five cents (65¢) per hour while in charge.
- (5) When a foreman is absent and a journeyman is designated by supervision to act as lead lineman, or lead cable splicer and take charge of the crew, the employee will be paid as a lead and in addition sixty-five cents (65¢) per hour while in charge.
- (6) When a tree trimming foreman is absent and an employee is designated to take charge of the crew, the employee will be paid as a head tree trimmer and in addition sixty-five cents (65¢) per hour while in charge.
- (7) When Utility Fleet Technician I or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional 50¢ per hour.

EXHIBIT A (2002)

**DISTRIBUTION AND SUPPORT
AGREEMENT**

HOURLY WAGE SCHEDULES

August 15, 2002 - August 14, 2003

EXHIBIT A (2002) DISTRIBUTION AND SUPPORT AGREEMENT
Hourly Wage Schedules for period August 15, 2002 to August 14, 2003
Distribution, Meter Readers, Stores and Instrument Service Center

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Job No.	Classification	Minimum to Maximum				
1. LINE PERSONNEL						
004097	Lead Lineman	\$23.795	\$	\$	\$	\$
008634	Switchman B	23.795				
004123	Local Oper Lineman	22.970	23.010	23.094		
* 004129	Troubleman	22.970	23.010	23.094		
004122	Lineman-Pwr Delivery	22.861	22.935	22.970	23.081	
005668	Equipment Oper Trans	22.589	22.702	22.824		
** 004142	Earth Borer Operator	21.126	21.188	21.298		
004168	Materialman	21.004	21.162	21.349	21.395	21.470
		21.544				
004152	Appr Lineman-Pwr Del	17.792	17.866	18.210	18.530	18.874
004140	Trk Driver A-Pwr Del	17.287	17.360	17.460	17.510	
* 004171	Explosive Handler	16.672	16.770	16.846	16.906	16.957
		17.102				

EXHIBIT A (2002) continued

Job No.	Classification	Minimum to Maximum				
1. LINE PERSONNEL (continued)						
004162	Helper-General	\$11.392	\$11.700	\$12.047	\$12.218	\$12.402
		12.772	12.954	13.129	13.399	13.731
		14.224	14.838			
2. STREET LIGHTING PERSONNEL						
* 004129	Troubleman	22.970	23.010	23.094		
* 004172	Street Lgt Maint Man	17.620	17.705	17.767	18.074	
004162	Helper-General	11.392	11.700	12.047	12.218	12.402
		12.772	12.954	13.129	13.399	13.731
		14.224	14.838			
3. UNDERGROUND PERSONNEL						
004100	Lead Cable Splicer	24.289				
004128	Cable Splicer	22.923	22.984	23.046	23.094	
008633	Switchman A	22.923	22.984	23.046	23.094	

EXHIBIT A (2002) continued

Job No.	Classification	Minimum to Maximum				
3. UNDERGROUND PERSONNEL (continued)						
004154	Appr Cable Splicer	\$17.792	\$17.866	\$18.210	\$18.530	\$18.874
		19.062	19.431	19.827	20.219	
004162	Helper-General	11.392	11.700	12.047	12.218	12.402
		12.772	12.954	13.129	13.399	13.731
		14.224	14.838			
4. SERVICE PERSONNEL						
004129	Troubleman	22.970	23.010	23.094		
004130	Service Installer	22.861	22.935	22.970	23.081	
004176	Climbing Field Service Rep	19.637	19.725	19.772	19.871	19.933
004175	Field Service Rep	19.146	19.293	19.341	19.401	19.477
004155	Appr Installer	17.792	17.866	18.210	18.530	18.874
006711	Appliance Serviceman I	16.770	17.141	17.510	17.891	18.356
		18.838	19.318	19.798	20.524	21.261
		21.987	22.702	22.898	23.081	

EXHIBIT A (2002) continued

Job No.	Classification	Minimum to Maximum				
4. SERVICE PERSONNEL (continued)						
004139	Appl Serviceman	\$15.078	\$15.560	\$16.043	\$16.525	\$17.007
		17.490	17.974	18.457	18.940	19.422
		19.904				
004162	Helper-General	11.392	11.700	12.047	12.218	12.402
		12.772	12.954	13.129	13.399	13.731
		14.224	14.838			
5. TREE TRIMMING CREWS						
004177	Head Tree Trimmer	17.705	17.757	17.829	17.891	
004144	Truck Driver-Chipper	15.822	15.885	15.985	16.070	
004162	Helper-General	11.392	11.700	12.047	12.218	12.402
		12.772	12.954	13.129	13.399	13.731
		14.224	14.838			

EXHIBIT A (2002) continued

Job No.	Classification	Minimum to Maximum				
6. METER TEST PERSONNEL						
004131	Meter Tester	\$22.763 23.894	\$22.984	\$23.232	\$23.450	\$23.684
004132	Asst Meter Tester	19.909 20.252	19.995 20.313	20.043 20.377	20.130	20.178
004162	Helper-General	11.392 12.772 14.224	11.700 12.954 14.838	12.047 13.129	12.218 13.399	12.402 13.731
7. METER READERS						
* 004173	Sp Meter Reader	19.971				
004174	Meter reader	18.013	18.210	18.518	18.826	19.182
8. INSTRUMENT SERVICE CENTER						
004093	Lab Instrument Tech I	24.153	24.238	24.289		
004094	Lab Instrument Tech II	22.935	22.998	23.046	23.144	

EXHIBIT A (2002) continued

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Job No.	Classification	Minimum to Maximum				
9. GENERAL STORES						
004095	Subforeman	\$23.968	\$24.042	\$24.080	\$	\$
004165	Warehouseman General	22.343	22.380	22.406	22.431	22.456
		22.517				
004168	Materialman	21.004	21.162	21.349	21.395	21.470
		21.544				
004166	Stockman	17.718	17.780	17.840	17.927	17.988
		18.064				
004162	Helper-General	11.392	11.700	12.047	12.218	12.402
		12.772	12.954	13.129	13.399	13.731
		14.224	14.838			
10. SUPPORT SERVICES						
008305	Subforeman Utility Fleet	23.968	24.042	24.080		
008306	Utility Fleet Tech I	22.861	22.935	22.970	23.081	
008307	Utility Fleet Tech II	19.512	20.103	20.695	21.285	21.877

EXHIBIT A (2002) continued

Job No.	Classification	Minimum to Maximum				
10. SUPPORT SERVICES (continued)						
006710	Appr Auto Mech Garage I	\$17.757 18.100	\$17.817	\$17.878	\$17.964	\$18.027
004127	Telecom Elecn-Pwr D	22.689	23.020	23.354	23.684	24.017
008308	Asst Telecom Electrician	17.792	18.624	19.512	20.398	21.285
004168	Materialman	21.004 21.544	21.162	21.349	21.395	21.470
004162	Helper-General	11.392 12.772 14.224	11.700 12.954 14.838	12.047 13.129	12.218 13.399	12.402 13.731

*Applicable to Birmingham Division only.

**This classification applicable in the operation of self-contained hole digging units only.

(1) Truck Driver A drives winch trucks

(2) The classification of Helper-General listed in the Service Personnel will be utilized in the Appliance Repair Department.

EXHIBIT A (2002) Continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When an employee is not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate the employee is being paid, but in no event will the employee be paid at a rate above the maximum for the classification.
- (2) When employees are placed in classifications in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if employees have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in the new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.

EXHIBIT A (2002) Continued

- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).
- (4) When a foreman is absent and a lead lineman, lead cable splicer or head tree trimmer is designated by supervision to take charge of the crew, the employee will be paid an additional sixty-five cents (65¢) per hour while in charge.
- (5) When a foreman is absent and a journeyman is designated by supervision to act as lead lineman, or lead cable splicer and take charge of the crew, the employee will be paid as a lead and in addition sixty-five cents (65¢) per hour while in charge.
- (6) When a tree trimming foreman is absent and an employee is designated to take charge of the crew, the employee will be paid as a head tree trimmer and in addition sixty-five cents (65¢) per hour while in charge.
- (7) When Utility Fleet Technician I or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional 50¢ per hour.

EXHIBIT A (2003)

**DISTRIBUTION AND SUPPORT
AGREEMENT**

HOURLY WAGE SCHEDULES

August 15, 2003 - August 14, 2004

EXHIBIT A (2003) DISTRIBUTION AND SUPPORT AGREEMENT
Hourly Wage Schedules for period August 15, 2003 to August 14, 2004
Distribution, Meter Readers, Stores and Instrument Service Center

Job No.	Classification	Minimum to Maximum			
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1. LINE PERSONNEL

004097	Lead Lineman	\$24.747	\$	\$	\$	\$
008634	Switchman B	24.747				
004123	Local Oper Lineman	23.889	23.930	24.017		
* 004129	Troubleman	23.889	23.930	24.017		
004122	Lineman-Pwr Delivery	23.776	23.852	23.889	24.005	
005668	Equipment Oper Trans	23.493	23.610	23.737		
** 004142	Earth Borer Operator	21.971	22.035	22.150		
004168	Materialman	21.844	22.008	22.203	22.251	22.329
		22.405				
004152	Appr Lineman-Pwr Del	18.504	18.580	18.939	19.271	19.629
004140	Trk Driver A-Pwr Del	17.978	18.055	18.158	18.210	
* 004171	Explosive Handler	17.338	17.441	17.520	17.582	17.635
		17.786				

EXHIBIT A (2003) continued

Job No.	Classification	Minimum to Maximum				
1. LINE PERSONNEL (continued)						
004162	Helper-General	\$11.847	\$12.168	\$12.529	\$12.706	\$12.898
		13.282	13.472	13.654	13.935	14.281
		14.793	15.432			
2. STREET LIGHTING PERSONNEL						
* 004129	Troubleman	23.889	23.930	24.017		
* 004172	Street Lgt Maint Man	18.325	18.413	18.478	18.797	
004162	Helper-General	11.847	12.168	12.529	12.706	12.898
		13.282	13.472	13.654	13.935	14.281
		14.793	15.432			
3. UNDERGROUND PERSONNEL						
004100	Lead Cable Splicer	25.260				
004128	Cable Splicer	23.839	23.903	23.968	24.017	
008633	Switchman A	23.839	23.903	23.968	24.017	

EXHIBIT A (2003) continued

Job No.	Classification	Minimum to Maximum				
3. UNDERGROUND PERSONNEL (continued)						
004154	Appr Cable Splicer	\$18.504	\$18.580	\$18.939	\$19.271	\$19.629
		19.824	20.209	20.620	21.028	
004162	Helper-General	11.847	12.168	12.529	12.706	12.898
		13.282	13.472	13.654	13.935	14.281
		14.793	15.432			
4. SERVICE PERSONNEL						
004129	Troubleman	23.889	\$23.930	24.017		
004130	Service Installer	23.776	23.852	23.889	24.005	
004176	Climbing Field Service Rep	20.422	20.514	20.563	20.666	20.731
004175	Field Service Rep	19.912	20.065	20.115	20.177	20.256
004155	Appr Installer	18.504	18.580	18.939	19.271	19.629
006711	Appliance Serviceman I	17.441	17.826	18.210	18.606	19.091
		19.591	20.091	20.589	21.345	22.112
		22.866	23.610	23.814	24.005	

EXHIBIT A (2003) continued

Job No.	Classification	Minimum to Maximum				
4. SERVICE PERSONNEL (continued)						
004139	Appl Serviceman	\$15.681	\$16.183	\$16.685	\$17.186	\$17.687
		18.190	18.693	19.195	19.697	20.199
		20.701				
004162	Helper-General	11.847	12.168	12.529	12.706	12.898
		13.282	13.472	13.654	13.935	14.281
		14.793	15.432			
5. TREE TRIMMING CREWS						
004177	Head Tree Trimmer	18.413	18.467	18.543	18.606	
004144	Truck Driver-Chipper	16.455	16.521	16.624	16.713	
004162	Helper-General	11.847	12.168	12.529	12.706	12.898
		13.282	13.472	13.654	13.935	14.281
		14.793	15.432			

EXHIBIT A (2003) continued

Job No.	Classification	Minimum to Maximum				
6. METER TEST PERSONNEL						
004131	Meter Tester	\$23.673 24.849	\$23.903	\$24.161	\$24.388	\$24.631
004132	Asst Meter Tester	20.705 21.062	20.794 21.126	20.845 21.192	20.935	20.985
6. METER TEST PERSONNEL (continued)						
004162	Helper-General	11.847 13.282 14.793	12.168 13.472 15.432	12.529 13.654	12.706 13.935	12.898 14.281
7. METER READERS						
* 004173	Sp Meter Reader	20.770				
004174	Meter reader	18.734	18.939	19.259	19.580	19.950

EXHIBIT A (2003) continued

Job No.	Classification	Minimum to Maximum				
8. INSTRUMENT SERVICE CENTER						
004093	Lab Instrument Tech I	\$25.119	\$25.208	\$25.260	\$	\$
004094	Lab Instrument Tech II	23.852	23.918	23.968	24.069	
9. GENERAL STORES						
004095	Subforeman	24.927	25.004	25.044		
004165	Warehouseman General	23.236	23.275	23.302	23.328	23.354
		23.418				
004168	Materialman	21.844	22.008	22.203	22.251	22.329
		22.405				
004166	Stockman	18.427	18.491	18.553	18.644	18.708
		18.786				
004162	Helper-General	11.847	12.168	12.529	12.706	12.898
		13.282	13.472	13.654	13.935	14.281
		14.793	15.432			

10. SUPPORT SERVICES

008305	Subforeman Utility Fleet	\$24.927	\$25.004	\$25.044	\$	\$
008306	Utility Fleet Tech I	23.776	23.852	23.889	24.005	
008307	Utility Fleet Tech II	20.293	20.907	21.523	22.137	22.752
006710	Appr Auto Mech Garage I	18.467	18.530	18.593	18.683	18.748
		18.824				
004127	Telecom Elecn-Pwr D	23.597	23.941	24.288	24.631	24.978
008308	Asst Telecom Electrician	18.504	19.369	20.293	21.214	22.137
004168	Materialman	21.844	22.008	22.203	22.251	22.329
		22.405				
004162	Helper-General	11.847	12.168	12.529	12.706	12.898
		13.282	13.472	13.654	13.935	14.281
		14.793	15.432			

*Applicable to Birmingham Division only.

**This classification applicable in the operation of self-contained hole digging units only.

(1) Truck Driver A drives winch trucks

(2) The classification of Helper-General listed in the Service Personnel will be utilized in the Appliance Repair Department.

EXHIBIT A (2003) Continued

C-Notes: Applicable to all classifications and locations:

- (1) Increases in pay from minimum to maximum for any classification will be in the amount shown by the steps above and will be granted at six (6) month intervals in event of satisfactory progress. When an employee is not on a step shown in the schedule, then the amount of increase will be equal to the difference between the step immediately below and the step immediately above the rate the employee is being paid, but in no event will the employee be paid at a rate above the maximum for the classification.
- (2) When employees are placed in classifications in which they have had no experience, they will start at the lowest rate for that classification, and progress as provided for in (1) above; but if employees have had previous experience in that classification or a related classification, they will start at a higher rate (within the range of rates for the classification) reflecting such experience. When employees transfer into a classification with scheduled range of rates overlapping their immediately prior classification, increases in the new classification as provided in (1) above will be on the same scheduled dates as established in the prior classification.

EXHIBIT A (2003) Continued

- (3) Equivalent monthly rate may be obtained by multiplying hourly rate by two thousand eighty (2,080) and dividing by twelve (12).
- (4) When a foreman is absent and a lead lineman, lead cable splicer or head tree trimmer is designated by supervision to take charge of the crew, the employee will be paid an additional sixty-five cents (65¢) per hour while in charge.
- (5) When a foreman is absent and a journeyman is designated by supervision to act as lead lineman, or lead cable splicer and take charge of the crew, the employee will be paid as a lead and in addition sixty-five cents (65¢) per hour while in charge.
- (6) When a tree trimming foreman is absent and an employee is designated to take charge of the crew, the employee will be paid as a head tree trimmer and in addition sixty-five cents (65¢) per hour while in charge.
- (7) When Utility Fleet Technician 1 or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional 50¢ per hour.

EXHIBIT B

DISTRIBUTION AND SUPPORT AGREEMENT OUTSTANDING MOUs

The consolidation of MOUs from 1960 - 2000 is an attempt to clean up outdated language and publish as many MOUs as possible.

If by chance, MOUs or language have been deleted and should not have been, the Company and Union agree that these MOUs and language will be applicable.

NEGOTIATIONS

1960-1961

9. The Company will issue appropriate instructions or requests to contractors in order to prevent such contractors from disconnecting or removing meters belonging to the Company on the premises of the Company's customers.

1974

7. Based on present and future needs and conditions, the Company will reorganize the Alabama Power Company Stores. Such reorganization shall be as follows:

- (a) The Company will, where practicable and efficient to do so, convert the "charged out" storerooms in the

operating divisions to accountable storerooms. Where it is not practicable and efficient to make this change, the storerooms will remain in the "charged out" status. Where a storeroom is unattended and is changed from a "charge out" to an accountable storeroom, the first employee at the facility will be a non-covered, operating employee. Where the volume of work dictates, a second employee at each such location will be added and will be a covered employee in the classification of materialman.

1982

- 1. Effective June 1, 1983 and consistent with the provisions of Article VIII, paragraphs (i) and (ff), employees in classifications regularly assigned meter reading and collections work, and employees prearranged to relieve or substitute for absent employees in such classifications, will be furnished adequate rain gear to assure the continuance of meter reading and collections work during rain, sleet or snow conditions. It is understood, however, that such employees will not be expected to work in any severe weather condition. It is further understood that employees assigned to supplement meter reading and collec-**

tions efforts (i.e., not relieving or substituting for an absent employee) will not be required to continue reading and collections work during rain, sleet or snow conditions.

1986

21.C. Vacancies for the helper-general classification will not be filled by posting as set out in Article V, paragraph (e) of the Operating Agreement. Vacancies within each seniority unit may be filled in the following manner and at the Company's option:

(1)The Company shall maintain a list of employees in the classification of helper-general by seniority unit who desire to work in particular work groups. As vacancies in work groups occur, the Company may fill these vacancies from this list by seniority.

(2)The Company may transfer helpers-general for training without regard to seniority, except for those employees who were above the utilityman classification on the effective date of this agreement.

It is the Company's intent that vacancies will be filled by C. (1) above when such filling is consistent with efficient operation.

1995

12. The Union recognizes the cost savings associated with direct payroll check deposit and agrees to encourage its membership to utilize this convenience.

16. The Company can agree to remove all written disciplinary records from the employee's personal file except as noted below as of the effective date of this agreement providing that the Union agrees to withdraw all pending arbitration cases involving discipline that did not result in termination, and further providing that such employee has no legal action pending against the Company.

The Company cannot agree, however, to remove discipline issued for violations of the Company's Drug and Alcohol Policy. In addition, the Company cannot agree to remove any written discipline resulting in multiple day suspension issued under the old progressive discipline policy after January 1, 1995.

All discipline issued after June 1, 1995, under the Nonpunitive Discipline System, will be removed according to the policy's guidelines.

17. The Company will administer a Drug and Alcohol random testing program to the entire employee population including those now covered by the Department of Transportation regulations covering the commercial drivers license.

The procedures now in effect for the testing program for employees with Commercial Drivers Licenses will be extended to all employees with the exception that the non-CDL group will be tested at a rate of 10% of that population per year. Employees covered under this agreement (other than those with CDL's) will be combined with other non-covered Company employees to form the non-CDL testing pool.

Implementation of post-accident drug and alcohol testing will be applicable to all employees including those currently under the Department of Transportation testing program as follows: a) Vehicular accidents - any accident meeting one or more of the following criteria 1) human fatality 2) one or more vehicles towed away from the scene of an accident 3) injury or injuries immediately treated away from the scene of an accident 4) Alabama Power Company driver receives a traffic citation relating to the accident; b) Non-Vehicular accidents - all doctor attention cases.

Upon an employee's request, a split sample will be tested and the Company will pay for the additional test at a laboratory designated by the Company.

27. The Company will implement remote site job reporting for all work normally performed in division operations with provisions set forth below:

- a. Designate all crews or crew units of two or more employees--no job posting.

- b. Employees will have permanently assigned headquarters.
- c. Crews or units of two or more employees may report to different work locations/headquarters within 30 road miles of their permanent headquarters.
- d. Employees will be paid excess mileage when traveling farther than their normal commute.
- e. Minimum of 36-hour notice will be given to change a reporting location within the 30 road miles except when the change is from the remote site to their permanently assigned crew headquarters. This return notification will be done prior to the end of the previous workday.
- f. Remote site reporting would not be required more than 65 days between August 14, 1995 and August 15, 1996; 80 days between August 15, 1996 and August 15, 1997; and 90 days between August 15, 1997 and August 15, 1998.
- g. When reporting in excess of 30 road miles the employee will be reimbursed for the equivalent of the excess travel time, to be accrued on a weekly basis, along

with the corresponding excess mileage, provided the new reporting location requires the employees to exceed their normal daily commute

- h. For purposes of this particular proposal, Article VIII, paragraph (bb) and Article XIII, paragraph (a) or any other provision of the contract dealing with travel time or expenses will not add to or limit the application of remote site job reporting procedures.

MISCELLANEOUS ITEMS

The Company has decided to make the following changes based on concerns voiced by our employees during these negotiations. The decision to change these items follows the principles outlined in the current memoranda of Agreement which reaffirm the Company's right to exercise full control and discipline in the conduct of its business and to be the judge of competency.

- 32. Those sections of existing CK&S Testing Procedures which reference three (3) year and/or five (5) year time limits on maintaining competency to hold or substitute in a tested classification will change to remove these time limits for employees presently qualified (by job or CK&S) as of January 1, 1995 or thereafter.

12. During the term of this agreement, the Company will continue to reimburse employees required to hold a Commercial Drivers License, the cost of renewing such license above the cost of a private drivers license and the Company will pay for the first medical examination required for license renewal.

13. Pay Calculations and Delivery

- a. The Company may take advantage of technological advances in performing future pay calculations. Rounding will no longer be an issue.
- b. The Company and Union recognize the cost savings associated with direct pay-roll check deposit and we jointly agree to use our best efforts to convince our fellow employees to participate. This might include a prize drawing for participants.

14. Job Bids

"Job Net" or any other bid system available in the future may be used for posting jobs at any time the following parameters can be maintained:

- a. Bid Security
- b. Bid Confirmation
- c. Existing method of Bid input used for the Contract Bid System (CBS).
- d. Compliance with Article VI of the contract

20. In recognition of the competitive nature of warehousing functions, the parties agree that the following changes will be made:
- a. Grandfather in their present classification all Warehousemen at Building #1 for any present and future wage increases.
 - c. Helpers duties will include those that are presently being performed by Stockman at Building #1.
 - e. The filling of future jobs at Building #1, the Hub, and the Reclamation Center will be filled by either Sub-foremen, Materialmen, or Helpers.
23. a. During the term of this agreement, the Company will continue to reimburse Telecommunications Electricians the cost of any Company required communications license. Telecommunications Electricians with an existing F.C.C. license will not be reimbursed for any license renewal not specifically required by the Company.
25. To provide maximum efficiency in line crew work
- a. The company may at its discretion implement roving crews to perform work within line construction, operation, and maintenance. The first roving crew in each division will result in a net addition to the established crews. Any subsequent roving crews must be

mutually agreed on by both parties.

- b. The roving crews will be utilized to perform the kinds and types of work normally performed by line crews including all types of distribution and transmission line work.
 - c. All provisions of the basic memorandum of agreement shall remain effective except to the extent clearly modified by specific provisions enumerated below. The parties through local agreements may negotiate deviations from the provisions below.
1. The roving crews will be assigned a permanent headquarters but may be assigned to temporary headquarters within a 25 mile radius without additional expenses. The permanent headquarters will be defined prior to the creation of the roving crew and may not be changed without mutual consent.
 2. Additional expenses will be paid to an employee required to report to a job site or headquarters located outside the 25 mile radius of the permanent headquarters at the standard company mileage rate then in effect for mileage beyond the boundary of the 25 mile radius. The company may, at its option, provide lodging in lieu of travel expense reimbursement.
 3. The roving crews will work without additional compensation or expense reim-

bursement when headquartered within the defined 25 mile radius and working scheduled work hours.

4. Temporary headquarters and scheduled daily work periods may be changed by giving at least thirty - six (36) hours prior notice.
5. Roving crews will be subject to callout by the location in which the crews are headquartered only after the permanently assigned personnel in that location have been called.
6. Temporary job postings for a roving crew will be posted only within the bid unit of that roving crew.

**Memorandum of Agreement
Distribution & Support Agreement
2001 Negotiations
September 5, 2001**

WAGES

1. The following general wage increase adjustments will be made over the three year term of this contract.

All classifications will be increased as shown below:

	<u>September 5, 2001</u>	<u>August 15, 2002</u>	<u>August 15, 2003</u>
General Wage Increase	3.5%	3.75%	4.0%

BENEFITS

2. The Company is committed to offering quality and economical benefit programs on a cafeteria-style basis. This method is particularly suitable for accommodating increased employee diversity, evolving family structures, and changing family needs. The Company is also committed to evaluating current benefit providers at a Southern Company system-wide level because of our increased buying power and exploring opportunities with these and other vendors to get a better value or product.

The Company will continue to offer a choice of health care plans and will appropriately share in the cost of medical premiums.

- a. During 2002, the choices and monthly premium contributions are as follows:

Carrier		Total Premium		Company Cost		Employee Cost	
		Single	Family	Single	Family	Single	Family
BCBS	PMD	195.00	544.80	171.60	397.70	23.40	147.10
BCBS	PPO						
	Basic Option	183.60	512.70	171.60	397.70	12.00	115.00
	Standard Option*	195.00	544.80	171.60	397.70	23.40	147.10
	Enhanced Option	229.20	640.40	171.60	397.70	57.60	242.70
United Healthcare	HMO	207.50	610.80	171.60	397.70	35.90	213.10

*The 2002 Core Plan will be the Blue Cross Blue Shield PPO Standard Option.

- b. During 2002 through 2004, the Company's monthly premium contributions and Core Plan selection will be as follows: The Core Plan will be determined annually by the Company. Criteria for selection of the Core Plan will include requirements for the quality of healthcare products and services to be comparable to the current Core Plan. The Company will select the Core Plan and contribute a dollar amount up to 73% of the total premium of family medical coverage or 88% of the total premium for single medical coverage based on the Core Plan. For any plans with premiums greater than the Core Plan, the Company will contribute a dollar amount up to 73% for family coverage, or for single coverage, 88% of the Core Plan. The balance of the premium will be paid by the employee. However, for plans with total premiums less than the Core Plan, the Company will contribute no greater than 100% of the total premium of such plans.

- c. During the term of this contract, the Company will meet with the Union semi-annually to discuss trend data, the APC medical reserves, and premium-to-cost ratios to communicate premium estimates for years 2003 and 2004.
- d. The Company will provide training and education to facilitate the understanding and utilization of the new PPO plans. This training will be conducted after regularly scheduled business hours to facilitate the participation of employees and their dependents.
- e. Spouses of deceased pre-retirement employees who are covered at the time of the employee's death by the family plan may continue to participate in the APC medical benefits plan at employee cost until they are eligible for a non-APC sponsored medical plan or they remarry.
- f. For all participants in any APC medical plan, the Company agrees to provide an integrated Employee Assistance Program (EAP)/Managed Mental Health Plan as a part of the medical plans offered. During 2002, the vendor will be ValueOptions. Beginning January 1, 2002, the plan design aspects will include:

Inpatient Mental Health: \$250 deductible including chemical dependency, 10% co-insurance, \$500 maximum out of pocket, no annual day limit, in-network coverage only.

Outpatient Mental Health: No deductible, \$15 copay, no visit limits in-network, out of network covered at 50% up to 20 visits per year.

Inpatient Chemical Dependency: \$250 deductible including mental health. 10% co-insurance, \$500 maximum out of pocket, 60 days lifetime, in-network coverage only.

Outpatient Chemical Dependency: no deductible, \$15 copay, no visit limits in-network, in network coverage only.

EAP: three (3) visits at 100%, then \$15 copay per visit, in-network only, includes legal referrals, financial referrals, child-care and eldercare referrals.

3. The Company will continue to offer LTD insurance with premiums shared equally (50% and 50%) as set forth below:

- a. The provider will be UnumProvident with the following monthly rates for the years 2002 and 2003:

45 cents per \$100 of covered pay for 60% Base Salary coverage (22.5 cents per \$100 covered by employee and 22.5 cents per \$100 by the Company).

28 cents per \$100 of covered pay for 50% Base Salary coverage (5.5 cents per \$100 covered by the employee and 22.5 cents per \$100 by the Company).

- b. During the remaining term of this agreement, the premium for the 60% coverage option will be shared equally

(50% and 50%). The same company contribution will be made for the 50% Base Salary coverage option.

4. The Company will continue to offer Accidental Death and Dismemberment Insurance as a Personal Choice option in the Southern Company flexible benefits plan during the term of the contract.

For the year 2002, the vendor will be CIGNA Insurance with the rates as follows:

Coverage type	Monthly Premium per \$10,000 of Coverage
Employee only	16 cents
Employee & child	24 cents
Employee & spouse	31 cents
Employee, spouse, & child	35 cents

5. The Company will continue to offer dental insurance as a Personal Choice option in the Southern Company flexible benefits plan during the term of the contract. The new vendor will be Delta Dental.

For the years 2002 and 2003, the following plans and monthly rates will be offered:

Premium Category	Delta Dental Low Option	Delta Dental High Option
Emp. Only	\$12.16	\$23.20
Emp. + Family	\$42.90	\$65.46

ADMINISTRATIVE

6. All MOU's/MOA's, that were set to expire August 15, 2001, excluding the uniform policy and the PPP policy, will continue to be in effect throughout the term of this agreement.

**SIMPLIFIED GUIDELINES FOR
VOLUNTARY TRAINING AT ALABAMA
POWER COMPANY
August 15, 1998**

1. Since this training is offered on a voluntary basis, employees will not be compensated for travel time to and from the training location which occurs outside the employee's scheduled or rescheduled hours.
2. These guidelines apply to any training situation away from the employee's normal work location with exceptions noted in the footnotes of these guidelines.
3. Each employee attending the training session whose permanent residence is greater than 50 miles from the training location is entitled to lodging (single occupancy when available) paid for by the Company.

Employees who choose to lodge at the training location will be eligible for mileage reimbursement for one round trip between his/her permanent residence and the training location for each week of training.

4. Each employee attending the training session may elect to commute to the training location each day, using his personal vehicle, and will be reimbursed at the Company's prevailing rate for actual mileage up to maximum of 200 miles round trip each day.

If an employee who qualifies for lodging commutes daily to and from the training center, he will not be provided lodging, but will be reimbursed for mileage as above.

Mileage will be computed by determining the most direct round trip route between the employee's permanent residence and training location, and by determining the most direct round trip route between the employee's permanent residence and permanent headquarters. Mileage will be paid for the entire commute, up to 200 miles, if the training commute exceeds the normal commute. If the training commute is less than the normal commute, no mileage reimbursement will be made.

Mileage for employees who do not have normally assigned permanent headquarters will be computed by determining the most direct round trip route between the employee's permanent residence and training location, not to exceed 200 miles round trip.

5. The Company will furnish or pay for breakfast, lunch and dinner if the employee is "lodging" and will furnish or pay for lunch if the employee is "commuting."

The method of providing meals varies as follows:

- a. For In-plant Fossil Training of Fossil and Hydro Employees:

The Company shall provide each "lodging" employee who is on a temporary training assignment an expense allowance equal to two meals per day while training at a temporary location. If the mid shift meal is not furnished for the "lodging" employee, they will receive an additional expense allowance for the noon meal.

The Company shall provide each "commuting" employee who is on a temporary training assignment his lunch meal only.

b. For Hydro Training at Other Than Fossil Plants, for Operating Divisions and PDT:

For "lodging" employees, the Company will provide breakfast at the lodging facility, lunch at the training location and will reimburse the employee for dinner on an expense account.

For "commuting" employees, the Company will furnish or pay for lunch only.

6. The per diem provisions outlined under the Power Delivery Transmission Agreement shall not apply to covered employees participating in a training session.

Footnote: For training purposes, the Company will not pay for lodging for the following:

- a. Training employees permanently headquartered at Gorgas Steam Plant on temporary training assignment at Miller Steam Plant.
- b. Training employees permanently headquartered at Miller Steam Plant on temporary training assignment at Gorgas Steam Plant.
- c. Training employees permanently headquartered at Chickasaw Steam Plant on temporary training assignment at Barry Steam Plant.

**MEMORANDUM OF UNDERSTANDING
UTILITY FLEET
August 15, 1998**

The Company will implement the following changes for all Fleet Services operations as soon as is practicable to do so:

- a. Subforeman-Garage and Subforeman-Equipment Maintenance will be retitled to Subforeman-Utility Fleet;
- b. Auto Mechanic I, Auto Mechanic Construction I, Auto Mechanic A, Auto Mechanic B, Auto Mechanic Construction II, and Auto Mechanic A Construction will be retitled to Utility Fleet Technician I. All existing mechanics in the classifications of Auto Mechanic A, Auto Mechanic Construction II, Auto Mechanic A-Construction, and Auto Mechanic B will immediately be placed in the bottom step of the Fleet Technician I rate range.
NOTE: This is the range for the existing Auto Mechanic I;
- c. Utility Fleet Technician II. Entry into this classification will require successful completion of CK&S testing. There will be a four step progression as defined below:

\$16.500	\$17.000	\$17.500	\$18.000	\$18.500
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- d. While a Utility Fleet Technician II, the journeyman must pass certain certification requirements and skills assessments within 48 months. Based on present needs and circumstances, these requirements are:

- ASE Air Brake Certification and Skills Exercise
- ASE Air Conditioning Fundamental Certification and Skills Exercise
- Basic Hydraulic Training (to include written and skills exercises)
- Specialized Electronic Training Course
- ASE Hydraulic Brake Certification and Skills Exercise
- Welding Courses I, II, and III
- ASE Steering and Suspension Certification
- ASE Basic Engine Certification and Skills Exercise

Should technology or the Company fleet change, the required certifications and skills tests may be modified to reflect the changed circumstances. Should this be the case, the required certifications will be changed only after consultation with the Union. It may also be appropriate to replace the above certifications with certain certifications specific to a location (e.g. Electric Vehicles). This will only be done after consultation with the Union. After successful completion of all certification and skills exercises, the Utility Fleet Technician II will immediately be advanced to Utility Fleet Technician I. Employees in the Utility Fleet Technician II classification will be allowed 3 chances

to pass any two categories of tests. All remaining test categories must be successfully completed within two attempts. Should the employee be unable to complete the requirements of the Utility Fleet Technician II program within 48 months, the employee will leave the program under the provisions of V (k). It is understood that the employee must be making progress toward the required certifications throughout the 48 month period;

- e. Employees entering the Utility Fleet Technician II classification should possess a minimum set of tools. The company will loan an employee any tools lacking through the first 6-months in the classification. After 6 months, the employee will be eligible for the regular tool purchase program as presently outlined for an Apprentice Mechanic;
- f. All vacancies or new jobs for Utility Fleet Technician I will be dual posted as a Utility Fleet Technician I/Utility Fleet Technician II. Should there be no competent bidder for Utility Fleet Technician I or Utility Fleet Technician II within the bid unit, applications received from employees in other units will be considered. Should no applications be received from qualified employees, the vacancy or new job will be filled as a Utility Fleet Technician II from any available source;
- g. All existing Apprentice Auto Mechanics will be grandfathered in their present Apprentice Auto Mechanic classification. They will be eligible to bid to, or auto-

matic progress to, the Utility Fleet Technician I classification. When all existing Apprentice Auto Mechanics have left the apprentice classification, all fleet apprentice classifications will be eliminated.

- h. In order to encourage additional self development and to increase the employee's value to the company, any Utility Fleet Technician I or Subforeman-Utility Fleet can voluntarily attain a \$0.50 premium over their existing wage rate by completing certain master level certification requirements. This \$0.50 premium will be included in the base rate for any overtime or benefit calculations. Certifications must be maintained for the employee to continue to receive the premium. Based on present needs and circumstances, master level certification requirements are

- Fluid Power Certification
- ASE Master Truck with Diesel Certification
- Critical Welds Certification
- Unit Specific Skills Exercises

Should technology or the Company fleet change, the certification requirements and skills tests to obtain the Master level premium may be modified to reflect the changed circumstances. This will be accomplished after consultation with the Union.

**MEMORANDUM OF UNDERSTANDING
TELECOMMUNICATIONS ELECTRICIAN
TRAINING PROGRAM**

August 15, 1998

In order to broaden opportunities for our employees to enter the telecommunications field while recognizing the lengthy training period to become proficient on the company's unique communications systems, the Company agrees to establish a Telecommunications training program as follows:

1. Establish Assistant Telecommunications Electrician classification.
2. Establish a 4-step wage progression for Assistant Telecommunications Electrician, with the first step corresponding to the first step of the Apprentice Lineman classification.

15.045	15.750	16.500	17.250	18.000
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3. Drop the first two steps of the Telecommunications Electrician classification. Result:

19.187	19.468	19.750	20.029	20.310
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Note: Any Telecommunications Electrician in the first two steps would immediately be moved to \$19.187.

4. Selection procedures for Assistant Telecommunications Electrician:

- a. All vacancies or new jobs will be dual posted as Assistant Telecommunication Electricians/Telecommunication Electricians.
- b. Should a Telecommunications Electrician bid on the job, and he is the senior bidder, the Telecommunications Electrician job will be awarded to him.
- c. Should no existing Telecommunications Electrician bid on the job, the job will be filled as an Assistant Telecommunications Electrician.
- d. The Assistant Telecommunication Electrician/Telecommunication Electrician job will be posted internally using existing rules in place for job postings.
- e. Before being allowed to take the written or skills test for Assistant Telecommunications Electrician, the candidate must possess a FCC license or equivalent.
- f. Job awards to the position of Assistant Telecommunications Electrician will be filled based on competency. The following language will be added to Article V(a) of the D&S Agreement and the Power Generation Agreement:

"Competency being sufficient, seniority in the various units as hereinafter defined will prevail, except that vacan-

cies or new jobs in the classification of, laboratory instrument technician I, laboratory instrument technician II, meter tester, assistant meter tester, and assistant telecommunications electrician will be filled on the basis of competency, and in filling such vacancies or new jobs, seniority will be considered only if competency is equal."

- g. As resources are available, employees who hold an FCC license can be administered the Assistant Telecommunications Electrician written and skills test before vacancies exist. Employees will also be allowed to take these tests at the time vacancies or new jobs are posted. Should these tests be passed, the results will remain valid until such time as the test is revised due to a change in the technical competence requirements.
 - h. Should an employee fail the test for Assistant Telecommunications Electrician, timeframes applicable for retesting will be consistent with other CK&S tests.
- 5.a. The written exercise for Telecommunications Electrician may be administered to an Assistant Telecommunications Electrician after the employee has completed at least 24 months of satisfactory job performance in the Assistant Telecommunications Electrician classi-

fication. Should the Assistant Telecommunications Electrician qualify for Telecommunications Electrician on both the written and performance exercises, the employee will be progressed to Telecommunications Electrician.

- b. Based on management's assessment of the successful candidate for Assistant Telecommunications Electrician skills and previous work experience, management may allow the employee to immediately attempt the tests for Telecommunications Electrician. If successfully completed, the employee will be awarded a Telecommunications Electrician job. If not, the employee will not be retested until having completed the requirements of 5a above.
6. If an Assistant Telecommunications Electrician fails the written and/or performance exercise, the employee will be subject to the following retesting provisions:
- a. Should an Assistant Telecommunications Electrician fail the written exercise for Telecommunications Electrician, a minimum of six (6) months must elapse prior to the Assistant Telecommunications Electrician being re-administered the Telecommunications Electrician written exercise. If an Assistant Telecommunications Electrician fails the performance exercise for Telecommunications Electrician, the

employee must wait a minimum of ninety (90) days prior to being re-administered the performance exercise for Telecommunications Electrician.

- b. A candidate will be allowed a maximum of three (3) attempts to qualify on a written exercise, after which a minimum of eighteen (18) months must elapse prior to re-testing.
 - c. An Assistant Telecommunications Electrician who does not qualify for Telecommunications Electrician after having been in the Assistant Telecommunications Electrician classification for 48 months, will be displaced from the Assistant Telecommunications Electrician classification.
 - d. Under this displacement, if the Assistant Telecommunications Electrician has been an employee of Alabama Power Company prior to being awarded the Assistant Telecommunications Electrician job, the employee will be allowed to return to his previous bid unit under the provisions of V(k). Otherwise, the employee will be terminated.
7. Written and skills tests for Telecommunications Electrician will be developed as soon as practicable for the Client Services line of work and the Field Services line of work. The Assistant Telecommunications Electrician will

choose which test to take based on the line of work performed as an Assistant Telecommunications Electrician. Once qualified as a Telecommunications Electrician, there will be no restriction on which telecommunications jobs he can hold based on the test he chose to take.

**MEMORANDUM OF UNDERSTANDING
CABLE SPLICER TRAINING PROGRAM
August 15, 1998**

1. The purpose of this memorandum is to recognize that the Cable Splicer Training Program is no longer a pilot program as defined in the April 19, 1996 MOU, but rather is a program which has been successful and should be continued. Also, this MOU makes certain changes from the original MOU which should further enhance the Program.
2. The parties recognize the cost associated with this Training Program and highly encourage everyone entering the Program to make a sincere commitment to complete the Program.
3. The Company will withdraw the CK&S testing requirement to qualify for advancement to Cable Splicer should the participant, or senior bidder for a job successfully complete the testing associated with the first six modules of the training.
4. Should an employee be awarded a Cable Splicer job prior to finishing the Training Program, the employee will be expected to continue the program to completion.
5. When an employee successfully completes the 48 month Program, the employee will be advanced to the Cable Splicer classification.
6. Apprentice Cable Splicers may continue to autoprogess according to the Basic Operating Agreement.

7. All Apprentice Cable Splicers will be required to attend.
8. Classifications other than Apprentice Cable Splicer may attend the training program, as necessary, based on availability, need, and seniority. These employees will not be a part of the 48 month Program.
9. For future entry into this 48 month Training program, vacancies for Apprentice Cable Splicer jobs will be posted based on present needs and conditions and will be filled by the senior, competent bidder (must pass CK&S for the apprentice classification).
10. Assuming the employee is the senior, competent bidder, a Lineman, Local Operations Lineman, Service Installer, or Substation Electrician can be awarded an Apprentice Cable Splicer job and maintain their existing rate of pay (and any scheduled step increases, assuming satisfactory progress) for up to 18 months. Should the employee pass the necessary tests to qualify for Cable Splicer within 18 months, the employee will be awarded a Cable splicer job, will be placed in the step of the Cable Splicer job closest to, but greater than, his/her existing step, and will be eligible for his/her regularly scheduled step increases, assuming satisfactory progress. Should the employee be unable to pass the tests within 18 months, the employee will choose to either leave the program under V(k) or be placed at the top step of

the Apprentice Cable Splicer classification. Should the employee choose to assume the Apprentice Cable Splicer classification and later pass the appropriate tests for Cable Splicer, the employee will be awarded a Cable Splicer job. Otherwise, the employee will continue in the training program under the same rules as outlined in this MOU.

11. Assuming the employee is the senior competent bidder, a Lead Lineman or Lead Substation Electrician can be awarded an Apprentice Cable Splicer job. Upon accepting the job, the employee will be placed in the top step of the Cable Splicer classification. Should the employee pass the necessary tests to qualify for Cable Splicer within 18 months, the employee will be awarded a Cable Splicer job, retaining the top step of the Cable Splicer classification. Should the employee be unable to pass the test within 18 months, the employee will choose to either leave the Program under V(k) or be placed at the top step of the Apprentice Cable Splicer classification. Should the employee choose to assume the Apprentice Cable Splicer classification and later pass the appropriate tests for Cable Splicer, the employee will be awarded a Cable Splicer job. Otherwise the employee will continue in the training program under the same rules as outlined in this MOU.

12. Any employee entering the Program under paragraph 10. or 11. above will be

assessed as to where in the training program the employee will start. As with other employees, once awarded a Cable Splicer job, the employee will continue the Program to completion.

13. Candidates entering this Training Program will undergo a needs assessment to determine where in the Program the employee will start, unless the Company or the employee and the Company mutually agree that the employee should enter the Program earlier (i.e. refresher training). The needs assessment should be jointly conducted by the Training Center and the involved Division involved and reviewed with the employee.
14. Should, as a result of there being no qualified bidders, an Apprentice Cable job is awarded to a new hire, the new employee will be classified as a Helper General for the 6 month probationary period and will be required to enter an additional 6 month training module not required of existing employees. Following the completion of the 6 month training module, the new hire must pass the CK&S test for Apprentice Cable Splicer. If the CK&S test is passed, the new hire will become an Apprentice Cable Splicer and continue in the Training Program. If the CK&S test is not passed, the new hire will be terminated as a probationary employee under the terms of Article V(a) of the Basic Operating Agreement.
15. Trainees will be tested at 6 month intervals during the Program to determine progress.

16. Following two failures of one test, the Trainee will be counseled and reassessed by the Training Center and the Division. Following this reassessment, the individual will be tested a third time. Both the second and the third try must be taken within 30 days of the time when the employee is informed of the reason for the first failure. The employee will not be required to test again on modules already passed. If the employee fails a third time, the employee will leave the Program.
17. Should an employee have to leave the Program due to unsatisfactory progress, the employee will be removed from the Program by the terms of Article V(i) or Article V(k) of the Basic Memorandum of Agreement.

METER READERS
MEMORANDUM OF UNDERSTANDING
October 30, 1999

As a result of certain discussions between representatives of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this Memorandum of Agreement.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

1. The purpose of this Memorandum is to provide assistance to present Meter Readers in transition due to technological changes. However, this Memorandum addresses only the effects of this transition and does not waive any position previously maintained by either party unless specifically addressed in this agreement. It is further agreed that the local unions will not grieve, arbitrate, or submit to the NLRB the issue of continuing to use contractors to read meters during the time frame of this agreement. Both parties agree that this Memorandum will not be used as a guide, set any precedent, or be used in any future proceedings.
2. Present Meter Readers will continue to be eligible for individual counseling by Human Resources personnel in areas of future career opportunities at the

Company. As training needs are identified, the Company will assist in providing resources, facilities and instructors for mutually agreed on courses of study.

3. The Company will post Meter Reader vacancies on the initial posting state-wide. Bids will be accepted only from Meter Readers with consideration given to seniority within the bid unit first followed by seniority outside the bid unit; however, where a Meter Reader vacancy is created when a Meter Reader is voluntarily assigned to a line crew, substation crew or underground crew, the vacancy will be posted and filled only within the affected division. Meter Readers will be given an additional opportunity to transfer laterally one time **per calendar year** under this agreement.

The Company may elect to fill Meter Reader vacancies as stated under Article V of the **DS** Memorandum of Agreement.

4. Allow Meter Readers to transfer based on seniority to vacant Helper-General positions across the state. These Meter Readers will be considered before new hires and will be allowed only one transfer. Meter Readers wishing to participate in a voluntary transfer must submit their desired location(s) to their respective Human Resources departments. (HR should poll Meter Readers within 30 days of the date of this agreement to determine their preferences. Meter Readers should

make known any changes to this initial polling by notifying their HR department) The pay for Meter Readers who voluntarily transfer to Helper-General will be frozen (except for general increases) for a period of twelve months from the date of transfer.

5. Based on needs and conditions, Meter Readers may volunteer to be assigned, based on seniority, to line crews, substation crews and underground crews. Meter Readers who are offered this assignment may decline the offer without penalty for future consideration. Meter Readers so assigned will maintain existing Meter Reader pay for one year (including step increases and general increases). Once CK&S qualified, these Meter Readers may be assigned the full range of apprentice duties and all time worked following CK&S will count toward automatic progression. After one year of transferring to a crew, Meter Readers who have become CK&S qualified for apprentice will be reclassified as apprentice and paid at the top step of the apprentice classification. If during the 12 month period the Meter Readers do not become CK&S qualified for apprentice, the Meter Reader may return to the Meter Reader position formerly held at their previous work location, (Company employee or contractor), as provided for in Article V(i). The Meter Reader may return to the Meter Reader position formerly held at their previous work location, (Company employee or

contractor), within 12 months of CK&S qualification. Further, any time a Meter Reader bids and is awarded a permanent apprentice job, their initial pay will be at the middle step for the apprentice classification.

It is not intended for an "apprentice in training" to move into an apprentice job which comes open without following the normal bid process.

6. In the event of a roll back within the first 12 months after the Meter Reader moves into a new position, affected Meter Readers will be allowed to return to the Meter Reader position formerly held at their previous location (Company employee or contractor).

In the event that a Meter Reader is rolled, the affected Meter Reader will retain the same bid rights as other Meter Readers under this MOU. (It is understood that this applies to all Meter Readers who where rolled after February 9, 1995.)

7. Both parties agree to meet and discuss problems associated with this transition and will attempt to settle disputes arising from this Memorandum or this transition through direct meetings between Company and Union representatives at the affected locations, and to utilize the grievance procedure as a last resort.

8. It is the Company's intent to first offer all pre-arranged meter reading overtime to qualified and trained covered employees.

9. This memorandum will expire on December 31, 2001, unless both parties mutually agree to extend.

Unless specifically referenced above, the terms and conditions of the Basic Memorandum of Agreement will apply.

This memorandum of Agreement is entered into this **30th day of October 1999**.

MEDIATION

October 11, 1994

As a result of certain discussions between representatives of Alabama Power Company and representatives of the nine Local Unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed to implement the following trial agreement. Such trial agreement to run from the signing of said agreement until August 15, 1996. This agreement will be null and void and considered as if it had never been executed unless and until all parties execute and affirm a separate Memorandum of Agreement dated May 11, 1994, and entitled, "Pay Period Ending Date Change".

The following procedures will be followed in the use of Mediation:

1. Submission of an unresolved grievance to this mediation will not waive or limit the Company's rights to deem an unresolved grievance as untimely.
2. Mediation will be conducted in accordance with Federal Mediation and Conciliation Services Guidelines for Grievance Mediation shown on attachment A, with the exception that Guideline Number 2 will not apply to this agreement.
3. Mediation will be treated as Union Business with respect to employee attendance.

4. Any reasonable expenses directly involved in Mediation will be shared equally between the Company and Union.
5. Each party shall have only one principal spokesman at the Mediation Conference.
6. Should the Company and Union spokesman at the Mediation conference accept the resolution proposed by the mediator or decide to settle otherwise, such settlement shall not be precedent setting and may not be cited or offered in any other proceeding between the parties.
7. Unless otherwise agreed, the parties will utilize the services of the Federal Mediation and Conciliation Service.
8. The Company and Unions agree to limit subject agreement to the mediation of forty (40) designated grievances which have been enumerated on attachment B to this agreement.
9. Any grievances which are not settled during the term of this agreement shall be returned to the status held prior to the execution of said agreement.

ATTACHMENT A

FEDERAL MEDIATION AND CONCILIATION SERVICE

GUIDELINES FOR GRIEVANCE MEDIATION

1. The parties shall submit a joint request, signed by both parties requesting FMCS assistance.
2. Any time limits in the parties labor agreement must be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.
3. Proceedings before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made. The mediators notes are confidential and content shall not be revealed.
4. The mediator shall conduct the mediation conference utilizing all of the customary technique associated with mediation including the use of separate caucuses.
5. The mediator has no authority to compel resolution of the grievance.
6. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.

7. If either party does not accept an advisory opinion, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement. Such arbitration hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during arbitration proceedings.
8. When the parties choose FMCS and the grievance mediation procedure, they have agreed to abide by these guidelines as established by FMCS and they agree to hold FMCS and the mediator appointed by the Service to conduct the mediation conference harmless of any claim of damages arising from the mediation process.

**MEMORANDUM OF AGREEMENT
EDUCATIONAL ASSISTANCE PROGRAM
August 2, 1994**

1. The purpose of this program is to assist children of employees fatally injured at work in continuing their education by providing financial support for tuition and other educational expenses.
2. The Company defines "fatally injured" as it is defined by Alabama Worker's Compensation Law. That means that the employee's death must occur within three years of an injury caused by an accident that occurs in the course of employment.
3. Participation and/or application under this program obligates the student to follow the various provisions and/or amended provisions as they may apply.
4. The Program will be administered by Alabama Power Company's Human Resources Department through local Human Resources Representatives.
5. Alabama Power Company may change or terminate the total program or any provision thereof. Human Resources will resolve any controversy involving this program or its application within its sole discretion. Such decisions will not be subject to appeal or challenge.

This Memorandum of Agreement is entered into and becomes effective on this, the 2nd day of August, 1994.

**TELECOMMUNICATIONS ELECTRICIANS
SHARED WORK
May 11, 1994**

As a result of discussions between representatives of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this memorandum of agreement, effective May 11, 1994.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

1. The purpose of this agreement is to provide guidelines to improve productivity, to increase efficiency, and to operate more economically, the Telecommunications and Information Resources Organizations through "work sharing."
2. Work sharing is the assignment of work areas of Information Resources to IBEW Telecommunications Electricians. Work sharing assignments shall be made at the discretion of the Company, in the spirit of the agreed purpose, and shall in no way imply the permanent assignment of Information Resources work to IBEW telecommunications personnel, nor the right of the IBEW to claim exclusivity of this work as denied in this M.O.U. It is acknowledged that nothing contained within this supplemental agreement shall

abridge the Company's right to subcontract.

3. The definition of "traditional telecommunications work," that is, work which in the past has been in part performed by Telecommunications Electricians or other IBEW employees, is work consisting of the installation and maintenance of hardware on the following telecommunications systems:
 - A) Two-way radio systems
 - B) Analog and digital microwave systems, and fiber optic systems
 - C) Analog and digital microwave and fiber optics multiplex systems.
 - D) Engine generator systems, telecommunications building air conditioning and electrical systems, communications towers, antenna systems, and inside and outside plant wiring systems.
 - E) Maintenance and installation of hardware on IR Data Networks and modems, excluding Corporate Headquarters and Plant Farley.
 - F) Maintenance of hardware on division telephone switches, excluding Corporate Headquarters and Plant Farley.

4. Training shall be provided to IBEW Telecommunications Electricians for non-traditional Information Resources systems based on the existing needs as determined by the Company.
5. Overtime assignments for non-traditional Information Resources work shall be made at the discretion of the Company.
6. The definition of Information Resources work is work which is not referenced in paragraph 3 as "traditional telecommunications work".
7. While the Company cannot guarantee job security for Telecommunications Electricians (TE), it does commit in good faith that there are no plans to reduce the current number of TE's, as of the effective date of this M.O.U., based upon projected needs.
8. Consistent with the terms and conditions set forth and agreed to by both the Company and Union representatives at the initial meeting on November 13, 1989, any and all conversations, proposals, and comments, both written and oral, made during these discussions on the subject of "work sharing" shall not be used in any way without the expressed consent of both parties. This M.O.U. shall not be used during its term nor thereafter as the basis or support for any labor related action on behalf of either party.

9. Both parties agree to attempt to settle disputes arising from this M.O.U. through direct meetings between Company and Union management at the affected locations, and will utilize the grievance procedure as a last resort.

This Memorandum of Agreement is entered into and becomes effective on this the 11th day of May, 1994, and will continue in effect for a period of two (2) years from effective date and thereafter indefinite until canceled by a thirty (30) day written notice from either party.

**EQUIPMENT OPERATOR
TRANSMISSION
July 14, 1993**

As a result of certain discussions between representatives of Alabama Power Company, the System Council U-19, and the nine local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed to certain matters as set forth below.

1. Based on present needs and conditions, the Company will establish a new classification of Equipment Operator - Transmission under Exhibit A, Section 2 of the Operating Agreement, with the following rates of pay:

\$3000 \$3015 \$3030

2. The job duties of this classification shall primarily be operating heavy equipment, including but not limited to: Crawler Tractors, Commander II and larger Derricks, Transmission type Aerial lifts, and all equipment associated with Transmission work. Employees holding this classification shall also be proficient in loading, securing, hauling, and unloading miscellaneous units of equipment. This classification will include limited climbing duties in cases when the job does not require duties associated with heavy equipment and may be routinely assigned any duty performed by a lower classification within the transmission line crew.

3. This classification will be posted as provided for in Article V, paragraph (e) and filled on the basis of seniority and competency. An employee must have at least one (1) year experience in an apprentice or higher classification within a transmission line crew or at least two (2) years experience in an apprentice or higher classification in a distribution or substation crew prior to being awarded an Equipment Operator - Transmission job. This experience requirement will be eliminated after a Craft Knowledge and Skills Test (CK&S Test) is developed and implemented for this classification.
4. The Company agrees not to eliminate a Truck Driver-A classification within a transmission crew in order to post an Equipment Operator - Transmission classification within that same crew if, and only if, the employee holding the Truck Driver-A classification in the crew was holding such Truck Driver-A classification as of the effective date of this agreement.
5. The establishment of this classification in no way precludes the use of apprentices, truck drivers or linemen from operating any equipment. When employees holding the classifications of truck driver or apprentice lineman operate any of this equipment due to necessity or convenience, there will be no upgrades or substitutions. When employees holding the classification of Helper-General are required to operate this equipment for purposes of training,

convenience, or necessity they will be upgraded to Truck Driver A. An employee must satisfy the CK&S or experience requirements as set forth in paragraph 3 above before being considered for upgrade or substitution to the Equipment Operator classification.

This memorandum of agreement is entered into this the 14th day of July, 1993.

12 HOUR SCHEDULE

August 14, 1995

This agreement will be applicable to employees, work groups, and crews not presently covered by a 12 hour schedule.

Prior to implementing a 12 hour schedule the Company will notify the appropriate union official of its intent to place an employee, work group, or crew on a 12 hour schedule. Such Union Representative will determine the interests of such employee, work group, or crew in being rescheduled to a 12 hour schedule. Provided a majority of affected employees are in favor of cooperating with the Company, such schedule will be implemented with at least a seven (7) day written notice from the date the Union notifies the Company of its concurrence with the schedule.

While on such twelve (12) hour schedule, the following will be applicable:

SCHEDULE

The regular daily work period will be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the agreed upon schedule is in effect, "twelve (12)" will be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.

The Parties agree to waive the requirements as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word five is to be dis-

regarded. The agreed upon schedule will determine what the daily work periods will be.

No overtime or meals will be paid for work performed within an employee's regularly scheduled hours while on the twelve hour schedule.

VACATIONS

Vacations will be taken consistent with Article VIII, paragraph (c) of the Memorandum of Agreement, except that vacation will be considered by hours and charged accordingly (e. g. an employee scheduled for a twelve (12) hour work period would be charged twelve (12) hours vacation).

HOLIDAYS

The terms and conditions of Article VIII, paragraph (d) will apply when the agreed upon schedule is in effect, except as set forth below.

When a holiday falls on an employee's regularly scheduled off day the employee will receive eight (8) hours holiday pay or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VIII, paragraph (d). Should a holiday fall on an employee's regular scheduled work day the employee will receive twelve hours at one and one/half times the applicable rate plus the eight hour holiday pay. Should the employee be regularly scheduled for twelve hours on the day they take off they will be allowed to charge four (4) hours to vacation or dock.

SICK LEAVE AND VACATION

Sick leave and vacation will be taken consistent with the Memorandum of Agreement except that sick leave and vacation will be considered by hours and charged accordingly.

DEATH AND FUNERAL LEAVE

Death and Funeral Leave will be taken consistent with the Memorandum of Agreement.

JURY DUTY

The provisions of Article VIII, paragraph (f), will apply relative to time off to perform jury duty.

RETURN TO REGULAR SCHEDULE

It will be at the discretion of the Company to determine when twelve (12) hour work schedules should end and same will be accomplished by giving at least thirty-six (36) hour notice.

8/15/98

Employees who substitute for more than one-half (1/2) or more of the work period or shift will receive substitution pay for the entire work period or shift.

**MEMORANDUM OF UNDERSTANDING
10 HOUR WORK SCHEDULES
DIVISION OPERATIONS, GSC, AND
CORPORATE SERVICES
May 10, 1994**

As a result of discussions which began during the 1992 negotiations and continued subsequent to those negotiations and the implementation of a trial one year agreement, the Company and Union agree to implement temporary work schedules of ten (10) hour work periods scheduled four (4) days per week, as set forth below:

This agreement will be applicable to employees, work groups, and crews not presently covered by a prior agreement to work temporary four day, ten hour schedules.

Prior to implementing a temporary four day, ten hour work schedule, the company will notify the appropriate Union Representative of its intent to place an employee, work group, or crew on a temporary four day, ten hour schedule. Such Union representative will determine the interests of such employee, work group, or crew in being rescheduled to the temporary four day, ten hour schedule. Provided a majority of affected employees are in favor of cooperating with the Company, such temporary schedule will be implemented with at least a seven (7) day written notice from the date the Union notifies the Company of its concurrence with the schedule.

While on such four day, ten hour schedule, the following will be applicable:

SCHEDULE

The regular daily work period shall be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the proposed schedule is in effect, "ten (10)" shall be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.

The parties agree to waive the requirements as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word "five (5)" following the third sentence of Article VIII, paragraph (w) shall be considered as "four (4)" when such schedule is in effect.

No overtime shall be paid for work performed within an employee's scheduled hours of work while working the temporary schedule.

VACATIONS

Vacations shall be taken consistent with Article VIII, paragraph (c) of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a ten (10) hour work period would be charged ten (10) hours vacation).

HOLIDAYS

The terms and conditions of Article VIII, paragraph (d) shall apply when the proposed schedule is in effect, except as set forth below.

When a holiday falls on an employee's regular scheduled off day, the employee shall receive eight (8) hours pay for that holiday at the straight time rate or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VIII, paragraph (d) and shall be paid as set forth below. Should a holiday fall on an employee's regular scheduled work day and the employee does not work on such holiday, he shall be paid eight (8) hours at the straight time rate for such holiday and he shall be allowed to charge two (2) hours to vacation or dock time. When a holiday falls on the first or second off day while on the proposed schedule set forth herein (i.e., four (4) days per week, ten (10) hours per day), the holiday(s) shall be observed on the preceding workday(s). When a holiday falls on the third off day of an employee so scheduled, the following day shall be observed as the holiday.

SICK LEAVE

Sick leave shall be taken consistent with Article VIII, paragraph (b) of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an employee eligible for sick leave and absent due to illness who is regularly scheduled to work ten (10) hours, will be charged ten (10) hours sick leave.)

JURY DUTY

The provisions of Article VIII, paragraph (f)

shall apply relative to time off to perform jury duty.

DEATH LEAVE/FUNERAL LEAVE

Death leave and funeral leave shall be granted consistent with Article VIII, paragraph (t) of the Memorandum of Agreement.

It will be at the discretion of the Company to determine when such temporary work schedule should end and same shall be accomplished by giving at least thirty-six (36) hour notice.

Distribution crews or work groups may be split if such split is clearly communicated to the appropriate Union representative prior to the Union's determination of the affected employee's interest in such temporary schedule.

This agreement does not affect those temporary work schedule agreements that are currently in place.

Unless specifically referenced above, the terms and conditions of the Basic Memorandum of Agreement shall apply.

This Memorandum of Understanding is entered into this 10th day of May, 1994.

May 19, 1994

Temporary Work Schedules Division
Operations, GSC and Corporate Services -
Includes language to make permanent our

previous trial agreement and the last paragraph on page two (2) allows the splitting of crews or work groups if a schedule is presented to the Union for selection of schedules prior to determination of the affected employees interest in subject schedule (i.e. Work group agrees with split and is allowed to select individual schedules prior to implementation) .

RE: Memorandum of Agreement:
Temporary Work Schedules Division
Operations, GSC and Corporate Services

As requested at the delivery of subject agreement, we are providing the following explanation of the last paragraph contained on page two (2) of the agreement.

This provision allows the splitting of crews or work groups if a schedule is presented to the Union for selection of schedules prior to determination of the affected employees' interest in subject schedule (i.e. Work group agrees with split and is allowed to select individual schedules prior to implementation). This provision allows the splitting of work groups by work day schedules and by work hour schedules (i.e. 4-10's and/or 5-8's scheduled Monday thru Saturday).

8/15/98

Employees who substitute for more than one-half (1/2) or more of the work period or shift will receive substitution pay for the entire work period or shift.

**10 HOUR WORK SCHEDULES
GARAGE OPERATIONS - GEOGRAPHIC
DIVISIONS
April 14, 1989**

I. SCOPE

The temporary schedule of ten (10) hour work periods scheduled four (4) days per week may be implemented in division garage operations as deemed necessary by the Company in each of the six (6) respective geographic divisions on a trial basis with at least seven (7) days written notice, stating the schedule and probable duration. If such temporary schedule is deemed satisfactory by the Company at the end of the trial period, it shall be available to be put into effect on a regular basis as required. The Company reserves its right to change such schedule consistent with the terms and conditions of the Memorandum of Agreement between the parties.

II. SCHEDULE

A. The regular daily work period shall be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the proposed schedule is in effect, "ten (10)" shall be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.

B. The parties agree to waive the requirements as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word "five (5)" following the third sentence of Article VIII, paragraph (w) shall be considered as "four (4)" when such schedule is in effect.

C. No overtime shall be paid for work performed within an employee's scheduled hours of work while working the temporary schedule.

III. VACATIONS

Vacations shall be taken consistent with Article VIII, paragraph (c) of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a ten (10) hour work period would be charged ten (10) hours vacation).

IV. HOLIDAYS

The terms and conditions of Article VIII, paragraph (d) shall apply when the proposed schedule is in effect, except as set forth below.

When a holiday falls on an employee's regular scheduled off day, the employee shall receive eight (8) hours pay for that holiday at the straight time rate or be allowed a day off in lieu thereof consistent

with the terms and conditions of Article VIII, paragraph (d) and shall be paid as set forth below. Should a holiday fall on an employee's regular scheduled work day and the employee does not work on such holiday, he shall be paid eight (8) hours at the straight time rate for such holiday and he shall be allowed to charge two (2) hours to vacation or dock time.

V. SICK LEAVE

Sick leave shall be taken consistent with Article VIII, paragraph (b) of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an employee eligible for sick leave and absent due to his own illness who is regularly scheduled to work ten (10) hours, will be charged ten (10) hours sick leave.)

VI. JURY DUTY

The provisions of Article VIII, paragraph (f) shall apply relative to time off to perform jury duty.

VII. DEATH LEAVE/FUNERAL LEAVE

Death leave and funeral leave shall be granted consistent with Article VIII, paragraph (t) of the Memorandum of Agreement.

Unless specifically referenced above, the terms and conditions of the Memorandum of Agreement shall apply.

8/15/98

Employees who substitute for more than one-half ($1/2$) or more of the work period or shift will receive substitution pay for the entire work period or shift.

10 HOUR WORK SCHEDULES
GEOGRAPHIC DIVISIONS
August 23, 1984

I. SCOPE

The temporary schedule of ten (10) hour work periods scheduled four (4) days per week shall be implemented for crews in division operations as deemed necessary by the Company on a trial basis with at least seven (7) days written notice, stating the schedule and its probable duration. If such temporary schedule is determined to be satisfactory by the Company at the end of the trial period, it shall be available to be put into effect on a regular basis as required. The Company reserves its right to change such schedule at a later time consistent with the terms and conditions of the Memorandum of Agreement between the parties.

II. SCHEDULE

- A. The regular daily work period shall be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the proposed schedule is in effect, "ten (10)" shall be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.
- B. The parties agree to waive the require-

ments as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word "five (5)" following the third sentence of Article VIII, paragraph (w) shall be considered as "four (4)" when such schedule is in effect.

- C. No overtime shall be paid for work performed within an employee's scheduled hours of work while working the temporary schedule.

III. VACATIONS

Vacations shall be taken consistent with Article VIII, paragraph (c) of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a ten (10) hour work period would be charged ten (10) hours vacation).

IV. HOLIDAYS

The terms and conditions of Article VIII, paragraph (d) shall apply when the proposed schedule is in effect, except as set forth below.

When a holiday falls on an employee's regular scheduled off day, the employee shall receive eight (8) hours pay for that holiday at the straight time rate or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VIII, paragraph (d) and shall be paid as set forth below.

Should a holiday fall on an employee's regular scheduled work day and the employee does not work on such holiday, he shall be paid eight (8) hours at the straight time rate for such holiday and he shall be allowed to charge two (2) hours to vacation or dock time. When a holiday falls on the first or second off day while on the proposed schedule set forth herein (i.e., four (4) days per week, ten (10) hours per day), the holiday(s) shall be observed on the preceding workday(s). When a holiday falls on the third off day of an employee so scheduled, the following day shall be observed as the holiday.

V. SICK LEAVE

Sick leave shall be taken consistent with Article VIII, paragraph (b) of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an employee eligible for sick leave and absent due to illness who is regularly scheduled to work ten (10) hours, will be charged ten (10) hours sick leave.)

VI. JURY DUTY

The provisions of Article VIII, paragraph (f) shall apply relative to time off to perform jury duty.

VII. DEATH LEAVE/FUNERAL LEAVE

Death leave and funeral leave shall be

granted consistent with Article VIII, paragraph (t) of the Memorandum of Agreement.

Unless specifically referenced above, the terms and conditions of the Memorandum of Agreement shall apply.

8/15/98

Employees who substitute for more than one-half (1/2) or more of the work period or shift will receive substitution pay for the entire work period or shift.

EXHIBIT C

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EXHIBIT D
ALABAMA POWER COMPANY
DISTRIBUTION AND SUPPORT
DEPARTMENTS

MEMORANDUM OF AGREEMENT
PROCEDURES RELATING TO
PROVIDING OR PAYING FOR MEALS

STATEMENT OF POLICY

The Company will defray the reasonable extra costs incurred by or for employees for meals resulting from their being required to work overtime outside their scheduled or rescheduled hours and days; or as an alternative, at its option the Company will provide such meals at Company expense.

GENERAL PRACTICES UNDER THE POLICY

1. In general, the Company will reimburse employees a \$9.50 meal allowance for all meals due under the provisions of this agreement. However, the Company intends to continue its long-standing policy of providing meals in the event of long hours of continuous work and in emergency situations when meals are unavailable elsewhere.
2. In general the Company will not pay for time spent eating meals unless employees are required to remain at work or standby at some definite location.
3. In cases where the Company is to provide

meals the obligation is on the supervisor in charge to see that they are provided, if available, and that they are adequate as to quality, quantity and timing. Timing is understood to mean that meals will be made available at, or as nearly as practical at the normal regular mealtimes and approximately each six (6) hours thereafter until released from duty. However, it is recognized that during emergencies, outages, and extended cases of trouble it may not be possible to stop and eat at these six (6) hour intervals. In the case of long continued emergency work every reasonable effort is to be made to get meals or refreshments as necessary to maintain strength and morale.

4. In cases where employees are directed by the Company to purchase and to be reimbursed for meals the obligation rests on them to request reimbursement through the proper channels and to present satisfactory vouchers or receipts for payments made for such meals to the responsible supervisors. Employees are not to purchase meals for reimbursement except as directed by the Company.
5. The intent and provisions of these practices will be interpreted and applied in accordance with the following general and specific procedures:

GENERAL PROCEDURES

A. WITH RESPECT TO ALL EMPLOYEES COVERED

1. When employees work only their scheduled hours and days in the usual manner at or from their assigned headquarters or reporting places (i.e., places to which they report, from which they start work, and to which they return) they will provide their own meals immediately before, immediately after and between scheduled working periods in the same day at their own expense.
2. When employees are required to spend one or more nights away from their regular headquarters or reporting place while working either or both scheduled or unscheduled hours and days, the Company will provide or pay for all usual meals occurring between departure from and return to headquarters which they are unable to eat at their homes or at their regular eating places.
3. When employees are prearranged to work on an off day, midshift meals will not be provided or paid. Otherwise, when employees are required to work outside their regularly scheduled or rescheduled hours and days of work either at or away from their assigned headquarters or reporting places as described below, the Company will provide or pay a meal allowance for all usual meals which are eaten during such periods.

4. Except as described below, if between periods of work in the same day outside their regularly scheduled or rescheduled hours and days employees prefer to eat any usual meals which occur during that day at their homes or at their regular eating places, and if they can be and are released for the time necessary to do so, the Company will pay a meal allowance for such meals.

SPECIFIC PROCEDURES

B. WITH RESPECT TO EMPLOYEES ON NON-SHIFT WORK

1. **Early Start:** In case employees on non-shift work are required to start work one hour or more before their regular starting time, and are notified to this effect before the end of their last scheduled work period, the Company will pay a meal allowance for their breakfasts and if such employees normally bring their lunches, the Company will pay a meal allowance for their lunches if not brought from home.
2. **Working After Regular Quitting Time:** In case such employees are required to continue work more than two hours beyond their regular quitting time, the Company will pay a meal allowance for their suppers.
3. **Call-Outs:** If such employees are called out and as a result are unable to eat any usual meals which occur during such

periods at their homes or at their regular eating places, the Company will pay a meal allowance for such meals obtained elsewhere. If such employees are called out any time prior to their normal starting time and as a result were unable to eat their breakfasts at their homes or at their regular eating places, or were unable to make their usual arrangements for lunches, the Company will pay a meal allowance for the breakfasts and/or lunches obtained elsewhere. If such employees are called out on their off-days, time required for eating meals occurring during the period of such call-out will be counted as time worked unless circumstances are such that the usual regular hours for meals can be observed and the employees are permitted to obtain meals in a manner and at a place of their own discretion.

4. Off-Day Work: For prearranged work assignments on an employee's off day, midshift meals will not be provided or paid. Otherwise, if employees are required to work on their off-days and have not been prearranged, the Company will pay a meal allowance for all usual meals which occur during such periods when the employees are working at their overtime rates. If work starts and stops at the usual time employees will provide their own breakfasts and suppers, otherwise (1) and/or (2) above will apply.

5. Continuous Work: In case such employees are required to work for long

periods, the Company will provide for extra meals or pay a meal allowance for all meals eaten at reasonable mealtime intervals of approximately six (6) hours from the last usual mealtime and approximately each six (6) hours thereafter until released from duty. However, it is recognized that during emergencies, outages, and extended cases of trouble it may not be possible to stop and eat at these six (6) hour intervals. Time required for eating meals occurring during such periods will be counted as time worked unless circumstances are such that the usual meal periods can be observed and the employees are permitted to obtain meals in a manner and at a place of their own discretion. If such work continues without break into the following day, whether it be a scheduled or unscheduled day, the Company will pay a meal allowance for all usual meals which occur during such periods.

- 6. Call-Out on Holiday:** If such employees are called out to work on a holiday which occurs on the employees regular scheduled work day, the Company will pay a meal allowance for all usual meals which occur during such periods. If work starts and stops at the usual time, employees will provide their own breakfasts and suppers, otherwise (1) and/or (2) will apply.

SPECIFIC PROCEDURES

C. WITH RESPECT TO EMPLOYEES ON SHIFT WORK

1. Early Start:

Breakfast: In case employees on shift work are required to start work one hour or more before their regular starting time, and are notified to this effect before the end of their last scheduled work period, the Company will pay a meal allowance for their breakfasts and if such employees normally bring their lunches, the Company will pay a meal allowance for their lunches if not brought from home.

Dinner and Supper: In case employees on shift work are required to start work one hour or more before their regular starting time, and are notified to this effect prior to the end of their last previous scheduled work period and as a result were unable to eat their usual meals at their homes or at their regular eating places, the Company will pay a meal allowance for the meal or meals obtained elsewhere. In cases where the Company pays a meal allowance under the provisions of this paragraph and such employees usually bring their lunches, the Company will also pay a meal allowance for a meal or meals which occur during the shift.

2. Working Beyond Shift Quitting Time: In case such employees are required to con-

tinue work more than two hours beyond their regular shift quitting time and as a result are unable to be at their regular eating places at mealtimes, the Company will pay a meal allowance for the meals obtained elsewhere.

3. Doubling-Over: When employees are required to double-over and work continuously through the next succeeding shift, the Company will pay a meal allowance for meals which occur during the extra shifts.

4. Call-Outs: If such employees are called out and as a result are unable to eat any usual meals which occur during such periods at their homes or at their regular eating places, the Company will pay a meal allowance for such meals obtained elsewhere, and the time required for eating meals occurring during the period of such call-out will be counted as time worked unless circumstances are such that the usual meal periods can be observed and the employees are permitted to obtain meals in a manner and at a place of their own discretion. If employees are called out any time prior to their normal starting time and as a result were unable to eat their usual meals at their homes or at their regular eating places or were unable to make their usual arrangements for meals to be eaten during the shift, the Company will pay a meal allowance for the meal or meals obtained elsewhere.

5. Off-Days: For prearranged overtime assignments on an employee's off day, mid-

shift meals will not be provided or paid. If an employee doubles on an off day, the Company will pay a meal allowance for meals for the second shift. Otherwise, if employees are required to work on their off-days and have not been prearranged, the Company will pay a meal allowance for all usual meals which occur during such periods when the employees are working at their overtime rates. If work starts and stops at the usual shift times, employees will provide their own meals immediately before and following such periods, otherwise (1) and/or (2) above will apply.

6. Premium Pay Shift: Employees who are working regularly scheduled shifts which are part of their normal forty (40) hour work week but who are working at an overtime rate for hours worked in excess of eight (8) in a twenty-four (24) hour work period will provide their own mid-shift meals.

7. Call-Out on Holiday: If such employees are called out to work on a holiday which occurs on the employee's regular scheduled work day, the Company will pay a meal allowance for all usual meals which occur during such periods. If work starts and stops at the usual shift times, employees will provide their own meals immediately before and following such periods, otherwise (1) and/or (2) above will apply.

EXHIBIT E
ALABAMA POWER COMPANY
DISTRIBUTION AND SUPPORT
DEPARTMENT

MEMORANDUM OF AGREEMENT
PAYMENT FOR TRAVEL EXPENSE
FOR EMPLOYEES REQUIRED TO
WORK OVERTIME

Subject to the limitations and provisions set forth in paragraph 2 below in respect to work on a call-out basis, the Company proposes the following to apply when employees are required to work on a prearranged basis on their off-day or on a work day when the overtime worked does not run into or is not a continuation of work beyond their regular schedule:

1. The Company will reimburse employees who live five miles or more from their headquarters measured by the shortest traveled route for travel expense as follows:
 - a. If travel is by public conveyance, the Company will reimburse the employee the actual expense incurred.
 - b. If travel is by personal automobile, the Company will pay for use of car at the current rate per mile. This payment will be made to only one employee in the event several employees ride in the same car.
 - c. Deleted

- d. In each case, involving travel expense to be paid by the Company, the employees will be expected where practicable to reach an understanding with their respective supervisors as to the mode of travel and the expense involved, and the supervisors, at their option, may provide Company or other transportation rather than have the employees incur expense for which they would otherwise be reimbursed.
2. The Company will not pay travel expense when overtime work is on a call-out basis that does not extend into the next regular work period. However, the Company will reimburse employees for the travel expense in excess of their normal travel expense where they are required to work overtime on a call-out basis which extends into the next regular work period; provided they do not receive pay for inconvenience time in excess of the two-hour minimum for the call-out.

In no case will the Company utilize the call-out as a means of eliminating travel expense for which the employee would otherwise be reimbursed.

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